



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY BOARD OF SUPERVISORS
AGENDA FOR REGULAR SESSION
Wednesday, June 23, 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) Presentation by Public Health recognizing the first 14 community partners who offered COVID-19 vaccines beginning the last week of December and presenting a plaque to Dr. Bessie Burk and the Sun Life Family Health Center Team for going "above and beyond" in offering COVID-19 vaccines to those medically unable to leave their homes. (Tascha Spears)

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

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

(5) Purchasing Division Report - June 23, 2021 (Shonna McBride/Lori Pruitt)

(6) **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 June 9, 2021, Regular Meeting and June 16, 2021, Special Session 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 Chairman Miller's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the CORPS Local Detention Officer Retirement Board. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2025. (Natasha Kennedy)
- * D. Discussion/approval/disapproval of Chairman Miller's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the CORPS Local Dispatcher Retirement Board. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2025. (Natasha Kennedy)
- * E. Discussion/approval/disapproval of Chairman Miller's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the Public Safety Retirement Board. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2025. (Natasha Kennedy)
- * F. Discussion/approval/disapproval of Supervisor Miller's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the Law Enforcement Merit Council. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2026. Supervisor District #3. (Natasha Kennedy)
- * G. Discussion/approval/disapproval of Supervisor Goodman's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the Merit System Commission. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2025. Supervisor District #2. (Natasha Kennedy)
- * H. Discussion/approval/disapproval of the Tax Exemption Extension request received by the Assessor's Office for: Denise M. Ryan-Mckee, Kathleen M. Schmad, Sally B. Velasquez, Griselda B. Gonzalez, Antonette Glass, Gamoba Enrique Carrillo, Ronald Lynn Johnson, Sua Lance, Terry Lee Pollock, and Richard Bignell to be allowed to file for widow/widowers and/or disabled persons or non-profit organization tax exemption. (Natasha Kennedy)
- * I. Discussion/approval/disapproval of Resolution No. 062321-CFO in accordance with A.R.S. 41-1279.07(E) which requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body has designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. Action on this item will designate Lori Pruitt to officially submit the current year's annual expenditure limitation report (AELR) on the Board's behalf. (Lori Pruitt/Leo Lew)
- * J. Discussion/approval/disapproval of Pension Funding Policy for the Pinal County Public Safety Retirement Plan as required by A.R.S. 38-863.01 which requires the Board of Supervisors to adopt annually beginning on or before July 1, 2021. (Lori Pruitt/Leo Lew)
- * K. Discussion/approval/disapproval of the Intergovernmental Agreement between the Santa Cruz Valley Union High School District #840 and Pinal County Elections Department for the preparation and conduct of the election to be held on November 2, 2021. (Stephanie Cooper/Himanshu Patel)
- * L. Discussion/approval/disapproval of the Intergovernmental Agreement between the Maricopa Unified School District #20 and Pinal County Elections Department for the preparation and conduct of the election to be held on November 2, 2021. (Stephanie Cooper/Himanshu Patel)
- * M. Discussion/approval/disapproval of the following appointments and resignations for Precinct Committee Persons for the;
Democratic Party:
 - Appointment: Pct. #87, Nelson A. Tremblay, 30572 N. Honeysuckle Drive, San Tan Valley, 85143. Supervisor District #2.

- Resignation: Pct. #28, Mallory R. Kvek, 1673 E. Angeline Avenue, San Tan Valley, 85140. Supervisor District #2.

Republican Party:

- Appointments: Pct. #56, Michael Harshman, 5579 N. Delaware Drive, Apache Junction, 85120; Pct. #56, Sandra Harshman, 5579 N. Delaware Drive, Apache Junction, 85120; Pct. #44, Glenda D. Serdy, 1425 S. Coconino Drive, Apache Junction, 85120. Supervisor District #5.
- Resignation: Pct. #40, Anna Lee Rhoades, 2208 W. Baseline Road #158, Apache Junction, 85120. Supervisor District #5. (Stephanie Cooper/Himanshu Patel)

- * N. Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-AAI authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Against Abuse, Inc. (Heather Patel/Lori Pruitt)
- * O. Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-TFD authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Thunderbird Fire District. (Heather Patel/Lori Pruitt)
- * P. Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-EFD authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Eloy Fire District. (Heather Patel/Lori Pruitt)
- * Q. Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-ACCEL authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for ACCEL. (Heather Patel/Lori Pruitt)
- * R. Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-RFRD authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Regional Fire & Rescue Department, Inc. (Heather Patel/Lori Pruitt)
- * S. Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-RSK authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Raising Special Kids. (Heather Patel/Lori Pruitt)
- * T. Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-DVFD authorizing the submission of applications for the Ak-Chin Indian Community Shared Revenue Program Funds for Dudleyville Volunteer Fire Department. (Heather Patel/Lori Pruitt)
- * U. Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-NAC authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Native American Connections. (Heather Patel/Lori Pruitt)
- * V. Discussion/approval/disapproval of Resolution No. 062321-TO-DVFD authorizing the submission of applications for the Tohono O’odham Nation Shared Revenue Program Funds for Dudleyville Volunteer Fire Department. (Heather Patel/Lori Pruitt)
- * W. Discussion/approval/disapproval of a Subrecipient Agreement with the Town of Mammoth for an award of Community Development Block Grant (CDBG) funding under fiscal years 2020, 2021, and CDBG-CV (coronavirus) funding awarded to Pinal County under the U.S. Department of Housing and Urban Development (HUD) CDBG Entitlement program. As a participating jurisdiction and having executed a cooperative agreement for fiscal years 2020 and 2021, local governments are eligible to receive CDBG funding from Pinal County for CDBG qualified projects that benefit low and moderate income residents. The Town of Mammoth projects identified under Exhibit A of the agreement include: FY20: water system improvements, FY21: water system improvements and park improvements, CDBG-CV: economic development,

community facilities, transportation, and pool improvements. (Heather Patel/Lori Pruitt)

- * X. Discussion/approval/disapproval of a Subrecipient Agreement with the Town of Florence for an award of Community Development Block Grant (CDBG) funding under fiscal year 2020 awarded to Pinal County under the U.S. Department of Housing and Urban Development (HUD) CDBG Entitlement program. As a participating jurisdiction and having executed a cooperative agreement for fiscal years 2020 and 2021, local governments are eligible to receive CDBG funding from Pinal County for CDBG qualified projects that benefit low and moderate income residents. The Town of Florence project identified under Exhibit A of the agreement include the installation of ADA compliant sidewalks. (Heather Patel/Lori Pruitt)
- * Y. Discussion/approval/disapproval of a Subrecipient Agreement with the City of Eloy for an award of Community Development Block Grant (CDBG) funding under fiscal years 2020, 2021, and CDBG-CV (coronavirus) funding awarded to Pinal County under the U.S. Department of Housing and Urban Development (HUD) CDBG Entitlement program. As a participating jurisdiction and having executed a cooperative agreement for fiscal years 2020 and 2021, local governments are eligible to receive CDBG funding from Pinal County for CDBG qualified projects that benefit low and moderate income residents. The City of Eloy projects identified under Exhibit A of the agreement include: FY20: ADA compliant infrastructure at the Main Street park, FY21: ADA compliant infrastructure at Jones park, CDBG-CV: community facility improvements. (Heather Patel/Lori Pruitt)
- * Z. Discussion/approval/disapproval of a Subrecipient Agreement with the City of Maricopa for an award of Community Development Block Grant (CDBG) funding under fiscal years 2020 and 2021 funding awarded to Pinal County under the U.S. Department of Housing and Urban Development (HUD) CDBG Entitlement program. As a participating jurisdiction and having executed a cooperative agreement for fiscal years 2020 and 2021, local governments are eligible to receive CDBG funding from Pinal County for CDBG qualified projects that benefit low and moderate income residents. The City of Maricopa projects identified under Exhibit A of the agreement include: FY20: ADA compliant infrastructure, and FY21: utility improvements. (Heather Patel/Lori Pruitt)
- * AA. Discussion/approval/disapproval of Resolution No. 062321-PBDWID designating the community of Papago Butte as a Colonia within Pinal County. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AB. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22-053A0 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on August 12, 2020. On June 2, 2021, a bid was received for \$410 by Maria S. Alfaro Escoto. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AC. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22-054A9 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on August 12, 2020. On June 2, 2021, a bid was received for \$560 by Maria S. Alfaro Escoto. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * AD. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 500-25-15806 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on August 12, 2020. On June 3, 2021, a bid was received for \$1,200 by Juan Carlos Escoto. Supervisor District #3. (Pamela Villarreal/Lori Pruitt)
- * AE. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-04-08101 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,850 by Carlos Ontiveros Padilla. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AF. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-04-

08507 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,950 by Maria de Lourdes Padilla Reyes. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * AG. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-07-31809 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$14,100 by Ridgeway Development LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AH. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-07-42608 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$15,101 by Ridgeway Development LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AI. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-04-04209 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$13,100 by Vadim Stryzheus. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AJ. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-04-02906 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$14,600 by MH Elite Services LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AK. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-05-09908 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$14,300 by MH Elite Services LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AL. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-07-09201 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,000 by MH Elite Services LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AM. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-04-07608 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$9,600 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AN. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-04-07806 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$9,800 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AO. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-07-04509 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,250 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AP. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-08-31302 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$17,101 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AQ. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-07-41105 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$13,600 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AR. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-08-31401 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April

- 14, 2021. On May 5, 2021, the highest bid was for \$17,201 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AS. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-08-31500 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$15,700 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
 - * AT. Discussion/approval/disapproval of renewal of Intergovernmental Agreement (without changes to the initial agreement) between Gila and Pinal Counties in which the Pinal County Medical Examiner's Office (PCMEO) invokes jurisdiction and provides medicolegal death investigation services for deaths that occur within the geographical boundaries of Gila County. (Andre Davis/John Hu)
 - * AU. Discussion/approval/disapproval of Amendment to Lease between Pinal County and the State of Arizona, acting by and through its Department of Transportation/Administrative Services Division. This amendment will provide for a one-year extension of the lease for the San Manuel MVD, and auto-renewals for successive one-year terms. Supervisor District #1. (GA20-056) (Joe Ortiz/Andrew Smith)
 - * AV. Discussion/approval/disapproval of FY20/21 Budget Appropriation to finalize transfers, related to the closure and transfer of fund balances from PW/DIS 1 Kelvin Bridge Fund 188, to PW-Human Resources-HURF (Fund 64). Supervisor District #2. (AD20-007) (Ashlee Feliz/Andrew Smith)
 - * AW. Discussion/approval/disapproval of Resolution No. 062321-RD20-118 requesting the extinguishment of the Drainage Easement located within Lot 9 of the Final Plat of "Encanto Real", recorded on February 4, 2004 in Cabinet E, Slide 24 in the office of the Pinal County Recorder and being located within, Section 3, Township 3 South, Range 7 East, Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #2. (RD20-118) (Joe Ortiz/Andrew Smith)
 - * AX. Discussion/approval/disapproval of Resolution No. 062321-RD20-120 authorizing the sale of County owned right of way located within, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #2. (RD20-120) (Joe Ortiz/Andrew Smith)
 - * AY. Discussion/approval/disapproval of Resolution No. 062321-RD20-116 accepting a Third Party Trust Assurance Agreement Trust No. 8746 associated with Entrada Del Oro Unit 2 Parcel 2A, Located in Section 30 Township 1 South, Range 10 East. Supervisor District #5. (RD20-116) (Continued from February 3, 2021, Board Meeting and Tabled Indefinitely from February 21, 2021, Board Meeting) (Claudia Ibarra/Andrew Smith)
 - * AZ. Discussion/approval/disapproval of Resolution No. 062321-RD20-117 accepting a Third Party Trust Assurance Agreement Trust No. 8746 associated with Entrada Del Oro Unit 2 Parcel 1B-2, Located in Section 30 Township 1 South, Range 10 East. Supervisor District #5. (Continued from February 3, 2021, Board Meeting and Tabled Indefinitely from February 21, 2021, Board Meeting) (RD20-117) (Claudia Ibarra/Andrew Smith)
 - * BA. Discussion/approval/disapproval of Lease between Equatorial Investments, LLC (landlord) and Pinal County (tenant) at 1821 N. Treckell Road, Casa Grande, AZ for a term of 8 months for various County departments while their permanent facilities on Cottonwood are being renovated. Supervisor District #3. (GA20-055) (Archie Carreon)
 - * BB. Discussion/approval/disapproval of Intergovernmental Agreement between the City of Maricopa and Pinal County to transfer operation and equipment of the Maricopa Family Advocacy Center to Pinal County effective July 1, 2021. (Kent Volkmer)

- * BC. Discussion/approval/disapproval authorizing the County Attorney and retained outside counsel to file a complaint on behalf of Pinal County and join the Multi-District Opioid litigation in the Federal Court, Cleveland, Ohio. (Chris Keller/Kent Volkmer)
 - * BD. Discussion/approval/disapproval of proposed settlement of property tax valuation appeal case number TX2020-001085, pending in the Arizona Tax Court, and authorization of counsel to execute all documents necessary to finalize settlement. (Chris Keller/Douglas Wolf)
 - * BE. Discussion/approval/disapproval of the High Intensity Drug Trafficking Area (HIDTA) Wanted agreement, grant number HT-21-2945A, between the City of Tucson, and the County of Pinal, through the Pinal County Sheriff's Office in the amount of \$18,000. The funds will be used for Overtime. The budget appropriation will be included in the FY 21/22 fiscal year budget. There is no impact on the General Fund. (Mark Lamb)
 - * BF. Discussion/approval/disapproval of the funding increase received for Award Agreement No. NCHIP-18-20-003 between the Arizona Criminal Justice Commission (ACJC), and the Pinal County Sheriff's Office, through the Pinal County Board of Supervisors, for \$15,480. The grant will be used for overtime pay and EREs. Award end date extended from December 31, 2020 to December 31, 2021. The acceptance requires an amendment to the FY 20/21 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 203 (Sheriff's Grants) to increase revenue and expenditure appropriations. The appropriation also includes a participant match of \$1,720 from the Sheriff's Office General Fund budget. (Mark Lamb)
 - * BG. Discussion/approval/disapproval of the Pinal County Superior Court accepting FY2022 funding from the Judicial Collection Enhancement Fund awarded by the Administrative Office of the Courts. This project is used to enhance the ability of court automated projects that are likely to improve case processing and the administration of justice. There is no agreement to sign as this is an on going program created by statute. (David Tascoe/Todd Zweig)
- (7) Meeting of the Pinal County Library District Board of Directors. (Alexander Conrad/Leo Lew)
 - (8) Meeting of the Pinal County Public Health Services District Board of Directors. (Tascha Spears/Leo Lew)
 - (9) **Public Hearing** and discussion/approval/disapproval of Resolution No. 062321-OST approving an updated fee schedule for the Open Space and Trails Department. (Kent Taylor/Himanshu Patel)
 - (10) **Public Hearing** and discussion/approval/disapproval of Resolution No. 062321-RD20-119 ordering the abandonment and extinguishment of an easement comprising a portion of a portion of Saddle Butte Street, 30 feet wide, commencing at Vista Road and proceeding west to Tomahawk Road for approximately 165.28 feet, located within, Section 3, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #5. (RD20-119) (Celeste Garza/Andrew Smith)
 - (11) Discussion/approval/disapproval of award of 210521 ITN and purchase and sales agreement between Pinal County (Seller) and AGW Holdings, LLC (Buyer) for a Town of Florence development project. (Shonna McBride/Joe Ortiz)
 - (12) Discussion/approval/disapproval of the submission of the FY2022 Fill-the-Gap Fund (FTG) application. This is an on-going program consisting of a combination of State (\$101,501) and local (\$296,669) Fill-the-Gap funds. Funds are used to cover the wages and ERE of two Superior Court Judges, one Judicial Assistant, one Bailiff, and the cost of five ACAP desktop PCs. As required for FTG funds, the judicial officers and staff are assigned to criminal case processing, including but

not limited to Early Disposition Court (EDC) and Probation Restoration Court (PRC). Budget capacity for these positions is included in the Court FY2022 budget, therefore, a budget amendment is not necessary. (David Tascoe/Todd Zweig)

- (13) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice regarding pending litigation concerning Machu Picchu Holdings LLC v. Pinal County (TX2019-001718) (Chris Keller/Douglas Wolf)

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

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Presentation by Public Health recognizing the first 14 community partners who offered COVID-19 vaccines beginning the last week of December and presenting a plaque to Dr. Bessie Burk and the Sun Life Family Health Center Team for going "above and beyond" in offering COVID-19 vaccines to those medically unable to leave their homes. (Tascha Spears)

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	Who	Approval
Time		
6/8/2021 2:24 PM	County Attorney	Yes
6/8/2021 4:15 PM	County Manager	Yes
6/15/2021 9:55 AM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Presentation of Certificates of Service to employees for 20, 25, 30 and 35 years. (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
6/14/2021 4:41 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Years of Service](#)



**Years of Service Recognition
May & June 2021
June 23, 2021**

Adult Probation – Rod McKone, Chief Probation Officer

Rubi Duenez, Administrative Specialist – 20 years

Assessor's Office – Douglas Wolf, Assessor

Hector G. Madrid, Appraisal Administrator – 35 years

Facilities – Archie Carreon, Director

Brenda M. Villarreal, Custodian Supervisor – 20 years

Information Technology – Steve Frazier, Chief Information Officer

Joann B. Fischer, Server Application Specialist, Sr. – 25 years

John Murillo, IT Engineer – 20 years

Sheriff & Adult Detention – Mark Lamb, Sheriff

Andrea C. Kipp, Administrative Supervisor – 30 years

Gilberto A. Hoyos – Captain, Detention – 25 years

Public Fiduciary – Patricia Taylor, Director

Fred E. Appel, Guardian Administrator – 25 years

Public Works – Andy Smith, Director

Anna M. Esquivel, Administrative Specialist, Sr. – 20 years



AGENDA ITEM

June 23, 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.

<https://www.youtube.com/watch?v=oIWGwzn-wRI>

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

ATTACHMENTS:

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☐ [Presentation](#)

MARGO FIRE UPDATE



- Fire was 1,148 Acres
- Fire started around 9 AM on Thursday, April 8th near Dudleyville
- Over 200 residents were evacuated.
- Over 30 structures and / or out buildings were burned.
- Emergency Management, Public Works, PCSO, Community Development all worked together during and after the fire.
- Emergency Management is working with Red Cross, CARHA , Oracle CERT, Florence CERT and Team Rubicon to help the residents with debris.

Team Rubicon Disaster Response



- Team Rubicon was founded by 2 Veterans.
- Team Rubicon is all volunteers who are veterans, public Safety, and civilians.
- TEAM RUBICON serves communities by mobilizing veterans to continue their service by leveraging their skills and experience to help people prepare, respond, and recover from disasters and humanitarian crises. Founded following the Haiti earthquake in 2010, the organization has grown to over 138,000 volunteers across the United States and has launched over 790 operations both domestically and internationally.



Team Rubicon Disaster Response



- Team Rubicon and Pinal County Office of Emergency Management worked as Unified Command to ensure Operation Save Dudley was completed.
- Public Works and Team Rubicon worked together in the field have the roll offs taken to the landfill.



- Team Rubicon helped 25 residents with debris removal in Dudleyville.
- Over 50 40-yard containers removed the burned debris.
- An average of 26 Team Rubicon volunteers daily from June 6th – June 16th. Which saved the county over \$77,500 in man hours. This does not include the equipment they used.



AGENDA ITEM

June 23, 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 - June 23, 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 June 23, 2021

History	Who	Approval
Time		
6/16/2021 7:57 AM	County Attorney	Yes
6/16/2021 8:50 AM	Budget Office	Yes
6/16/2021 11:26 AM	County Manager	Yes
6/16/2021 11:33 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Purchasing Division Report June 23, 2021](#)



PURCHASING DIVISION REPORT

June 23, 2021

CONTRACT AWARD RECOMMENDATIONS:

The Board is requested to approve the following contract awards:

1. RFP 202725 - Court Ordered Evaluation Services – Recommend that Sonora Behavioral Health be added to the existing contract. The term of the contract will be through December 15, 2021 to run concurrently with the original start date of December 16, 2020 and will include four (4) optional one-year extensions. This contract will be used by the Public Fiduciary department.
2. RFP 203026 – Public Defense Services Office Attorney Services – Recommend contracts be awarded to the following suppliers:

Alcantar Law Firm (Herman Alcantar, Jr.)
Bret Huggins Law Office
Catherine L. Greey, Attorney at Law
Christian Ackerley, Attorney at Law
Cooper & Rueter (James Buchanan)
Cooper & Rueter (Elizabeth Ryan Rueter)
Czop Law Firm (Steven, Czop)
Falduto Law Firm, PLLC (Bobbi Falduto)
Hill Law AZ, PLLC (Jennifer Hill)
John G. Schaus, Attorney at Law
Kenney Law LLC (Anthony L. Kenney)
Law Office of Anne M. Williams, P.C.
Law Office of Adam James
Law Office of Bryson, Jones, PLLC
Law Office of Daniel Thulin, LLC
Law Office of Janelle A. Mc Eachern
Law Office of J.R. Wallace, PLC
Law Office of Jamie Sparks
Law Office of Michael Villareal
Law Office of Nicole L. Severson, P.C.
Law Office of Rebekah S. Bell, PLLC
Law Office of Rosemary Gordon Pánuco
Law Office of Samantha Sue Elledge, PLLC
Paul D. Green, Attorney/Mediator, LLC
Robert W. Precht, Attorney at Law
Rusinski Law Firm, LLC (Jolanta Rusinski)
Service Law Group, PLLC (Ian Service)
Soslowsky Law Firm (James Soslowsky)
Weagant Law Offices, PLC (Cody Weagant)



Weagant Law Offices, PLC (Megan Weagant)
Winkley Law Firm, PLLC (Katherine A. Winkley)
Zachary Law Group, PLC (Elizabeth M. Hale)
Zachary Law Group, PLC (Steven W. Zachary)
Zachary Law Group, PLC (Jessica Zachary)

The initial one year term of the contract will be July 1, 2021 through June 30, 2022 with four (4) optional one-year extensions. This contract will be used by the Public Defense Services Office.

3. RFP 208025 – On-Site Tire Consignment – Recommend Southern Tire Mart, LLC be awarded a contract beginning July 1, 2021 through June 30, 2022 with four (4) optional one-year extensions. This contract will be used by the Fleet Services department.
4. RFP 208226 – Immigration Resource Attorney Services - Recommend contracts be awarded to the following suppliers:

Dan Ballecer of Ballecer & Segal, LLP
Michael Neufeld of The Neufeld Law Firm PLC.

The initial one year term of the contract will be July 1, 2021 through June 30, 2022 with four (4) optional one-year extensions. This contract will be used by the Public Defense Services Office.

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 182424– WIOA One Stop Operator– Recommend approval of Amendment #2 with Chicanos Por La Causa, Inc. to include negotiated changes to the scope of work and exercise the optional extension period from July 1, 2021 through June 30, 2022. There is one optional extension remaining. This contract will be under the oversight of the Pinal County Workforce Development Board. There is no cost to the county. This is grant-funded.
2. RFP 182524 – WIOA Adult, Dislocated Worker & Rapid Response Service Provider- Recommend approval of Amendment #4 with ResCare Workforce Services to include a change to the contractor name, negotiated changes to the scope of work, and exercise the optional extension period from July 1, 2021 through June 30, 2022. There are two optional extensions remaining. This contract will be under the oversight of the Pinal County Workforce Development Board. There is no cost to the county. This is grant-funded.
3. RFP 190424 – Uniforms for Sheriff's Office and Animal Care and Control- Recommend approval of Amendment #2 with Universal Police Supply to exercise the optional extension period from August 21, 2021 through August 20, 2022. There are two optional extensions remaining. This contract is used by the Sheriff's Office and Animal Care and Control Departments. Annual spend is anticipated to be approximately \$218,000.



4. RFP 193425 – Credit and Debit Card Processing – Recommend approval of Amendment #1 with Point & Pay to exercise the optional extension period from July 6, 2021 through July 5, 2022. There are three optional extensions remaining. This contract is used by the Treasurer's Office and other County departments.

PURCHASE ORDER CHANGES REQUIRING APPROVAL:

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

PO#	CHANGE AMOUNT	TOTAL AMOUNT	SUPPLIER	ITEM	DEPT.
242346	\$97,882.00	\$10,473,341.92	Johnson Carlier LLC	Maricopa Building Project	Facilities

COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS OVER \$250,000:

The Board is requested to approve the following cooperative purchases:

REQUISITION#	AMOUNT	SUPPLIER	ITEM	DEPARTMENT
161771	\$1,361,895.60	San Tan Ford	20-Ford F-150 2020 Trucks with upfitting	Fleet Services

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

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

PO#	AMOUNT	SUPPLIER	ITEM	DEPARTMENT
245182	\$190,635.88	Hye Tech Network & Security Solutions, LLC	Data Domain Disk Packs	Information Technology



To: Pinal County Board of Supervisors

From: Shonna McBride, Purchasing Manager

Date: June 23, 2021

Re: Contract Award of RFP 202725 Court Ordered Evaluation Services

It is recommended that the Board of Supervisors approve the addition of Sonora Behavioral Health to Contract RFP 202725 for Court Ordered Evaluation Services.

The proposal was deemed responsive and supplier deemed responsible. The term of the contract will be upon award through December 15, 2021 to run concurrent with the original contract Effective date of December 16, 2020.

The Board is also requested to authorize the Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Purchasing Manager, Shonna McBride.

Respectfully submitted,

Shonna McBride

Shonna McBride, CPPB, CPSM, C.P.M.
Purchasing Manager
520-866- 6265
shonna.mcbride@pinal.gov



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

SONORA BEHAVIORAL HEALTH HOSPITAL
6050 N. Corona Rd.
Tucson, AZ 85704

BY: Stephen Q. Miller
(Name)

BY: Joe Ponessi
(Name)

Chairman, Board of Supervisors
(Title)

CFO
(Title)

(Signature)


(Signature)

DATE: June 23, 2021

DATE: 05/27/21

Approved as to Legal Content:

 6-3-21
Pinal County Attorney's Office (Date)



To: Pinal County Board of Supervisors

From: Tiara Peterson, Procurement Officer

Date: June 23, 2021

Re: Contract Award of RFP #203026 Public Defense Services Office Attorney Services

Background

Request for Proposal 203026 was published to solicit proposals from qualified suppliers to provide Public Defense Services Office Attorney Services for the Pinal County Public Defense Services Office.

Selection Process

Thirty-five (35) proposals were received and opened on March 23, 2021 at 2:15 p.m. All thirty-five proposals were deemed responsive and responsible and were evaluated by a four-person committee. Proposals were scored on Capacity of the Responder, Writing Samples, References and Conformance to Terms and Conditions and Statement of Work. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

Responders:

Alcantar Law Firm (Herman Alcantar)
Christian Ackerley, Attorney at Law
Falduto Law Firm, PLLC (Bobbi Falduto)
Bret Huggins Law Office
Catherine L. Greey, Attorney at Law
Chaidez Law Firm, PLLC (Jose L. Chaidez)
Cooper & Rueter (James Buchanan)
Cooper & Rueter (Elizabeth Ryan Rueter)
Czop Law Firm (Steven, Czop)
Hill Law AZ, PLLC (Jennifer Hill)
John G. Schaus, Attorney at Law
Kenney Law LLC (Anthony L. Kenney)
Law Office of Adam James
Law Office of Anne M. Williams, P.C.
Law Office of Bryson, Jones, PLLC
Law Office of Jamie Sparks
Law Office of Michael Villarreal
Law Office of Nicole L. Severson, P.C.

Law Office of Rebekah S. Bell, PLLC
Law Office of Rosemary Gordon Pánuco
Law Office of Samantha Sue Elledge, PLLC
Law Office of Daniel Thulin, LLC
Law Offices of Janelle A. Mc Eachern
Law Offices of JR Wallace, PLC
Paul D. Green, Attorney/Mediator, LLC
Robert W. Precht, Attorney at Law
Rusinski Law Firm, LLC (Jolanta Rusinski)
Service Law Group, PLLC (Ian Service)
Soslowsky Law Firm (James Soslowsky)
Weagant Law Offices, PLC (Cody Weagant)
Weagant Law Offices, PLC (Megan Weagant)
Winkley Law Firm, PLLC (Katherine A. Winkley)
Zachary Law Group, PLC (Elizabeth M. Hale)
Zachary Law Group, PLC (Steven W. Zachary)
Zachary Law Group, PLC (Jessica Zachary)

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 203026 – Public Defense Services Office Attorney Services to the following Suppliers:

Alcantar Law Firm (Herman Alcantar)
Christian Ackerley, Attorney at Law
Falduto Law Firm, PLLC (Bobbi Falduto)
Bret Huggins Law Office
Catherine L. Greey, Attorney at Law
Cooper & Rueter (James Buchanan)
Cooper & Rueter (Elizabeth Ryan Rueter)
Czop Law Firm (Steven, Czop)
Hill Law AZ, PLLC (Jennifer Hill)
John G. Schaus, Attorney at Law
Kenney Law LLC (Anthony L. Kenney)
Law Office of Adam James
Law Office of Anne M. Williams, P.C.
Law Office of Bryson, Jones, PLLC
Law Office of Jamie Sparks
Law Office of Michael Villarreal
Law Office of Nicole L. Severson, P.C.

Law Office of Rebekah S. Bell, PLLC
Law Office of Rosemary Gordon Pánuco
Law Office of Samantha Sue Elledge, PLLC
Law Office of Daniel Thulin, LLC
Law Offices of Janelle A. Mc Eachern
Law Offices of JR Wallace, PLC
Paul D. Green, Attorney/Mediator, LLC
Robert W. Precht, Attorney at Law
Rusinski Law Firm, LLC (Jolanta Rusinski)
Service Law Group, PLLC (Ian Service)
Soslowsky Law Firm (James Soslowsky)
Weagant Law Offices, PLC (Cody Weagant)
Weagant Law Offices, PLC (Megan Weagant)
Winkley Law Firm, PLLC (Katherine A. Winkley)
Zachary Law Group, PLC (Elizabeth M. Hale)
Zachary Law Group, PLC (Steven W. Zachary)
Zachary Law Group, PLC (Jessica Zachary)

The term of the proposed contract is an initial one (1) year term beginning July 1, 2021, through June 30, 2022, with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$4,700,000.

The Board is also requested to authorize the Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Tiara Peterson.

Respectfully submitted,

Tiara Peterson

Tiara Peterson, MBA
Procurement Officer
(520) 866-6240
Tiara.Peterson@pinal.gov

Attachment: Evaluation and Award Determination



June 23, 2021

**RFP203026 Public Defense Services Office Attorney Services
Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, the suppliers who have scored six-hundred (600) points or higher in any given Engagements section have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

A. Capital Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Soslowsky Law Firm (James Soslowsky)	910	470	160	180	100
Law Offices of Jamie Sparks	830	390	160	180	100
Alcantar Law Firm, PLC (Herman Alcantar)	810	390	160	160	100
Christian Ackerley, Attorney at Law	810	390	160	160	100
Bret Huggins Law Office	810	390	160	160	100
Weagant Law Offices, PLC (Cody N. Weagant)	780	400	140	140	100
Falduto Law Firm, PLLC (Bobbi Falduto)	770	390	160	120	100
Law Offices of JR Wallace, PLC	720	340	120	160	100
John G. Schaus Attorney at Law	590	250	120	120	100

B. Adult Criminal Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Soslowsky Law Firm (James Soslowsky)	910	470	160	180	100
Law Offices of JR Wallace, PLC	880	440	180	160	100
Kenney Law, LLC (Anthony L. Kenney)	870	430	180	160	100
Alcantar Law Firm, PLC (Herman Alcantar)	810	390	160	160	100

Bret Huggins Law Firm	810	390	160	160	100
Law Office of Jamie Sparks	810	390	140	180	100
Weagant Law Offices, PLC (Cody N. Weagant)	810	390	160	160	100
Service Law Group (Ian Service)	800	400	140	160	100
Zachary Law Group, PLC (Jessica Zachary)	800	380	160	160	100
Rusinski Law Firm, LLC (Jolanta Rusinski)	780	380	140	160	100
Falduto Law Firm, PLLC (Bobbi Falduto)	770	390	160	120	100
Zachary Law Group, PLC (Steven W. Zachary)	760	380	140	140	100
Robert Precht, Attorney at Law	660	300	120	140	100
Chaidez Law Firm, PLLC (Jose L. Chaidez)	580	220	120	140	100

C. Juvenile Delinquency / Incurability Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Law Offices of JR Wallace, PLC	880	440	180	160	100
Law Office Rebekah S. Bell	860	440	160	160	100
Weagant Law Offices, PLC (Megan Weagant)	820	400	160	160	100
Zachary Law Group, PLC (Jessica Zachary)	800	380	160	160	100
Cooper & Reuter (James Q. Buchanan)	720	340	140	140	100
Rusinski Law Firm, LLC (Jolanta Rusinski)	660	260	140	160	100
John G. Schaus Attorney at Law	590	250	120	120	100
Robert Precht, Attorney at Law	570	210	120	140	100

D. Juvenile Dependency / Retained Counsel / Ad Hoc Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Law Office of Adam James	870	430	160	180	100
Law Office of Bryson Jones, PLLC	870	430	180	160	100
Hill Law AZ, PLLC (Jennifer Hill)	860	440	160	160	100
Law Office of Rebekah S. Bell	860	440	160	160	100
Law Office of Nicole L. Severson, P.C.	850	430	160	160	100
Catherine L. Greey, Attorney at Law	810	430	160	120	100
Winkley Law Firm (Katherine A. Winkley)	800	380	160	160	100

Law Office of Anne M. Williams	790	390	140	160	100
Law Office of Michael Villarreal	790	390	140	160	100
Paul D. Green, Attorney / Mediator, LLC	790	390	140	160	100
Service Law Group (Ian Service)	790	390	140	160	100
Law Office of Samantha Sue Elledge, PLLC	790	390	140	160	100
Law Offices of Daniel Thulin, LLC	790	390	140	160	100
Law offices of Janelle A. Mc Eachern	770	350	160	160	100
Cooper & Rueter (James Q. Buchanan)	760	380	140	140	100
Rusinski Law Firm, LLC (Jolanta Rusinski)	750	350	140	160	100
Zachary Law Group, PLC (Jessica Zachary)	740	340	140	160	100
Zachary Law Group, PLC (Steven W. Zachary)	720	340	140	140	100
John G. Schaus Attorney at Law	640	300	120	120	100

E. General Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Law Office of Rebekah S. Bell, PLLC	860	440	160	160	100
Weagant Law Offices, PLC (Megan Weagant)	820	400	160	160	100
Zachary Law Group, PLC (Jessica Zachary)	800	380	160	160	100
Cooper & Rueter (Elizabeth Ryan Rueter)	790	390	140	160	100
Rusinski Law Firm, LLC (Jolanta Rusinski)	790	390	140	160	100
Weagant Law Offices, PLC (Cody Weagant)	790	390	160	140	100
Law Office of Samantha Sue Elledge, PLLC	790	390	140	160	100
Cooper & Rueter (James Q. Buchanan)	720	340	140	140	100
Zachary Law Group, PLC (Steven W. Zachary)	720	340	140	140	100
John G. Schaus Attorney at Law	590	250	120	120	100
Robert Precht, Attorney at Law	570	210	120	140	100

F. Appeals / Post-Conviction Relief Engagements					
	Total	Capacity	Two Writing Samples	References	Conformance
Supplier	/ 1,000 pts	/ 500 pts	/ 200 pts	/ 200 pts	/ 100 pts
Law Office of Rosemary Gordon Pánuco	870	430	160	180	100
Czop Law Firm, PLLC (Steven Czop)	850	390	180	180	100

Weagant Law Offices (Megan K. Weagant)	820	400	160	160	100
Christian Ackerley, Attorney at Law	810	390	160	160	100
Zachary Law Group, PLC (Elizabeth M. Hale)	810	390	160	160	100
Law Offices of Janelle A. Mc Eachern	810	390	160	160	100
Winkley Law Firm, PLLC (Katherine A. Winkley)	800	380	160	160	100
Kenney Law LLC (Anthony L. Kenney)	790	350	180	160	100
Zachary Law Group, PLC (Jessica Zachary)	700	300	140	160	100

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Tiara Peterson.

Tiara Peterson, MBA
Procurement Officer
(520) 866-6240
Tiara.Peterson@pinal.gov

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

NICOLE L. SEVERSON
LAW OFFICE OF NICOLE L. SEVERSON, P.C.
PO Box 903
Florence, AZ 85132

BY: Stephen Q. Miller
(Name)

BY: Nicole Severson
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

President
(Title)

(Signature)

Nicole Severson
(Signature)

DATE: June 23, 2021

DATE: 5/11/21

Approved as to Legal Content:

Casper Clark 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JANELLE A. MC EACHERN
PO Box 1974
Chandler, AZ 85244-1974

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Janelle A. McEachern

(Name)

Attorney at Law

(Title)

(Signature)

DATE: 5/11/21

Approved as to Legal Content:

Cupen 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

STEVEN CZOP
PO Box 1445
Higley, AZ 85236

BY: **Stephen Q. Miller**

(Name)

BY:

Steven Czop

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

owner

(Title)

(Signature)

(Signature)

DATE: **June 23, 2021**

DATE:

5/12/21

Approved as to Legal Content:

Cupsh C. Her *4/7/21*

Pinal County Attorney's Office

(Date)



PINAL COUNTY

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IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

CHRISTIAN C. ACKERLEY
P.O. Box 3485
Phoenix, AZ 85030

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: CHRISTIAN C. ACKERLEY

(Name)

ATTORNEY AT LAW

(Title)

(Signature)

DATE: 5-12-2021

Approved as to Legal Content:

Chapman 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

SAMANTHA S. ELLEDGE
6589 S. Kings Ranch Road
Suite 104-Q
Gold Canyon, AZ 85118

BY: Stephen Q. Miller
(Name)

BY: Samantha S. Elledge
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Attorney
(Title)

(Signature)

Samantha S. Elledge
(Signature)

DATE: June 23, 2021

DATE: 05-18-2021

Approved as to Legal Content:

Chapin K 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JAMES Q. BUCHANAN
221 N. Florence St.
Casa Grande, AZ 85122

BY: Stephen Q. Miller

(Name)

BY: James Q. Buchanan

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

Associate Attorney

(Title)

(Signature)

(Signature)

DATE: June 23, 2021

DATE: 5/12/2021

Approved as to Legal Content:

Chapman (Signature) 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

BOBBI FALDUTO
1705 E. Elmwood St.
Mesa, AZ 85203

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Bobbi Falduto

(Name)

Owner, Falduto Law Firm, PLLC

(Title)

(Signature)

DATE: 5/10/2021

Approved as to Legal Content:

Chapman CK 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

HERMAN ALCANTAR, JR.
1001 N. Central Ave.
Suite 660
Phoenix, AZ 85003

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Herman Alcantar

(Name)

Attorney

(Title)

(Signature)

DATE: 5-11-2021

Approved as to Legal Content:

Cutler 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

REBEKAH BELL
2705 S. Alma School Road
Suite 2
Chandler, AZ 85286

BY: Stephen Q. Miller
(Name)

BY: Rebekah Bell
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Attorney
(Title)

(Signature)

R Bell
(Signature)

DATE: June 23, 2021

DATE: 5/11/2021

Approved as to Legal Content:

Re: Contract 203026 RFP

Chapman CK 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

PAUL D. GREEN
PO Box 12223
Chandler, AZ 85248

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Paul D. Green

(Name)

Owner/Attorney/Mediator

(Title)

(Signature)

DATE: May 12, 2021

Approved as to Legal Content:

Pin K 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

ROSEMARY GORDON PANUCO
7320 N. La Cholla Blvd.
Suite 154, PMB 310
Tucson, AZ 85741

BY: Stephen Q. Miller
(Name)

BY: Rosemary Gordon Panuco
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Attorney At Law
(Title)

(Signature)

Rosemary Gordon Panuco
(Signature)

DATE: June 23, 2021

DATE: 10 May 2021

Approved as to Legal Content:

Chapman 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

CATHERINE L. GREY
1968 E. Baseline Rd.
Suite F-104
Tempe, AZ 85283

BY: Stephen Q. Miller

(Name)

BY: Catherine L. Grey

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

Attorney at Law

(Title)

Catherine L. Grey

(Signature)

DATE: June 23, 2021

DATE: 5-12-21

Approved as to Legal Content:

Ch H 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

BRET HUGGINS
601 E. Butte Avenue
Florence, AZ 85132

BY: Stephen Q. Miller
(Name)

BY: Bret Huggins
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Owner
(Title)

(Signature)
(Signature)

Bret H. Huggins
(Signature)

DATE: June 23, 2021

DATE: May 11, 2021

Approved as to Legal Content:

C. H. [Signature] 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

ADAM JAMES
315 S. 48th St. Ste. 111
Tempe, AZ 85281

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Adam James

(Name)

Attorney

(Title)

(Signature)

DATE: 5/10/21

Approved as to Legal Content:

CF
Pinal County Attorney's Office

6-7-21
(Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JENNIFER HILL
PO Box 52842
Mesa, AZ 85208

BY: Stephen Q. Miller
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 23, 2021

BY: Jennifer D. Hill
(Name)

Owner / Attorney
(Title)

(Signature)

DATE: 5/10/21

Approved as to Legal Content:

CTK 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

LAW OFFICE OF BRYSON JONES, PLLC
PO Box 6569
Mesa, AZ 85216

BY: Stephen Q. Miller
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 23, 2021

BY: Bryson Jones
(Name)

managing member
(Title)

Bryson Jones
(Signature)

DATE: 5/19/2021

Approved as to Legal Content:

C. J. Miller 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

ELIZABETH R. RUETER
Address Redacted

BY: Stephen Q. Miller
(Name)

BY: Elizabeth R. Rueter
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Attorney
(Title)

(Signature)

Elizabeth R. Rueter
(Signature)

DATE: June 23, 2021

DATE: May 10, 2021

Approved as to Legal Content:


Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

IAN N. SERVICE
PO Box 12071
Chandler, AZ 85248

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: IAN N. SERVICE

(Name)

OWNER

(Title)

(Signature)

DATE: 5/10/2021

Approved as to Legal Content:

CTH

Pinal County Attorney's Office

6-7-21

(Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JOHN G. SCHAUS
PO Box 622
Florence, AZ 85132

BY: Stephen Q. Miller
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 23, 2021

BY: John G. Schaus
(Name)

Owner
(Title)

[Signature]
(Signature)

DATE: 5/12/21

Approved as to Legal Content:

[Signature] 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JOLANTA RUSINSKI
19395 N. Maricopa Rd.
Suite 2
Maricopa, AZ 85139

BY: Stephen Q. Miller
(Name)

BY: Jolanta Rusinski
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

owner
(Title)

(Signature)

Jolanta Rusinski
(Signature)

DATE: June 23, 2021

DATE: 05.12.2021

Approved as to Legal Content:

CTK 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JAMIE SPARKS
1001 N. Central Ave.
Suite 660
Phoenix, AZ 85003

BY: Stephen Q. Miller
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 23, 2021

BY: Jamie Sparks
(Name)

Law Office of Jamie Sparks
(Title)

Jamie Sparks
(Signature)

DATE: 5-11-2021

Approved as to Legal Content:

CS 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

DANIEL THULIN
Address Redacted

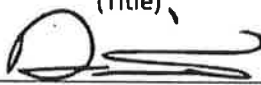
BY: Stephen Q. Miller
(Name)

BY: Daniel Thulin
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Principal / Attorney
(Title)


(Signature)


(Signature)

DATE: June 23, 2021

DATE: May 12, 2021

Approved as to Legal Content:

 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JAMES SOSLOWSKY
1729 N. Trekell Rd.
Suite 107
Casa Grande, AZ 85122

BY: Stephen Q. Miller

(Name)

BY: James Soslowsky

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

OWNER / ATTORNEY

(Title)

(Signature)

(Signature)

DATE: June 23, 2021

DATE: May 12, 2021

Approved as to Legal Content:

 6-7-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

CODY WEAGANT
PO Box 2345
Florence, AZ 85132

BY: Stephen Q. Miller
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 23, 2021

BY: Cody Weagant
(Name)

Attorney
(Title)

(Signature)

DATE: 5/13/21

Approved as to Legal Content:

CTK 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

ANNE M. WILLIAMS
6499 S. Kings Ranch Road
Suite 6, PMB 82
Gold Canyon, AZ 85118

BY: Stephen Q. Miller
(Name)

BY: ANNE M. WILLIAMS
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Attorney at Law
(Title)

(Signature)

(Signature)

DATE: June 23, 2021

DATE: 5/10/2021

Approved as to Legal Content:


Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JOSHUA ROTH WALLACE
442 W. Kortsen Rd.
Casa Grande, AZ 85130

BY: **Stephen Q. Miller**

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: **June 23, 2021**

BY:

Joshua Wallace (Joshua Wallace)
(Name)

A Horney

(Title)

Joshua Wallace

(Signature)

DATE:

6/2/21

Approved as to Legal Content:

CS **6-7-21**

Pinal County Attorney's Office

(Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

MEGAN WEAGANT
291 N. Bailey St.
Florence, AZ 85132

BY: Stephen Q. Miller
(Name)

BY: Megan Weagant
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Attorney
(Title)


(Signature)


(Signature)

DATE: June 23, 2021

DATE: May 11, 2021

Approved as to Legal Content:


Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

STEVEN W. ZACHARY
625 N. Gilbert Rd.
Suite 201
Gilbert, AZ 85234

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Steven W. Zachary (Zachary W. Zachary)

(Name)

owner

(Title)

(Signature)

DATE: 5-12-2021

Approved as to Legal Content:

[Signature]
Pinal County Attorney's Office

6-7-21
(Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

KATHERINE A. WINKLEY
PO Box 520
Maricopa, AZ 85139

BY: Stephen Q. Miller
(Name)

BY: Katherine A. Winkley
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Owner/Sole Practitioner
(Title)

(Signature)

Katherine A. Winkley
(Signature)

DATE: June 23, 2021

DATE: 05/11/2021

Approved as to Legal Content:

CK 6-7-21
Pinal County Attorney's Office (Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

ELIZABETH M. HALE
625 N. Gilbert Rd.
Suite 201
Gilbert, AZ 85234

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Elizabeth Hale

(Name)

Attorney

(Title)

(Signature)

DATE: 5/11/21

Approved as to Legal Content:

C/S
Pinal County Attorney's Office

6-7-21
(Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

JESSICA ZACHARY
625 N. Gilbert Rd.
Suite 201
Gilbert, AZ 85234

BY: Stephen Q. Miller

(Name)

BY: Jessica Zachary

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

Attorney

(Title)

(Signature)

(Signature)

DATE: June 23, 2021

DATE: 5/12/21

Approved as to Legal Content:

Ch [Signature] 6-7-21

Pinal County Attorney's Office

(Date)



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

ROBERT W. PRECHT
3707 E. Southern Ave.
Mesa, AZ 85206


BY: Stephen Q. Miller
(Name)

BY: Robert W. Precht
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

Attorney at Law
(Title)


(Signature)


(Signature)

DATE: June 23, 2021

DATE: 6/07/21

Approved as to Legal Content:

 6-8-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

ANTHONY L. KENNEY
3527 N. Balboa Dr.
Florence, AZ 85132

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Anthony L. Kenney

(Name)

Attorney

(Title)

Anthony L. Kenney

(Signature)

DATE: May 12, 2021

Approved as to Legal Content:

Chapman C/B 6-10-21

Pinal County Attorney's Office

(Date)



This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

MICHAEL VILLARREAL
550 South Main Street
PO Box 925
Florence, AZ 85132

BY: Stephen Q. Miller
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 23, 2021

BY: Michael Villarreal
(Name)

Attorney / Owner
(Title)

Michael Veltrop
(Signature)

DATE: May 12, 2021

Approved as to Legal Content:

Chapman C. H. 6-9-21
Pinal County Attorney's Office (Date)

To: Pinal County Board of Supervisors

From: Carol Lang, Procurement Officer

Date: June 23, 2021

Re: Contract Award of RFP #208025 On-Site Tire Consignment

Background

Request for Proposal 208025 was published to solicit proposals from qualified suppliers to provide On-Site Tire Consignment for the County's fleet of approximately 1,250 vehicles consisting of sedans, SUVs, vans, light and medium duty pickup trucks, patrol vehicles, and heavy duty trucks and equipment for the Pinal County Fleet Department.

Selection Process

One (1) proposal was received and opened on March 24, 2021 at 2:15 p.m. The proposal was deemed responsive and responsible and was evaluated by a three-person committee. Proposals were scored on Capacity of the Responder, Method of Approach, Conformance to Terms and Conditions and Scope of Work, and Cost. A summary of the evaluation scores for the Responder is included on the attached Evaluation and Award Determination.

Responders:

Southern Tire Mart, LLC

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 208025RFP – On-Site Tire Consignment to Southern Tire Mart, LLC. The term of the proposed contract is an initial one (1) year term beginning July 1, 2021, through June 30, 2022, with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$365,000.

The Board is also requested to authorize the Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Carol Lang.

Respectfully submitted,

Carol Lang

Carol Lang, CPPB
Procurement Officer
520-866- 6011
Carol.Lang@pinal.gov

Attachment: Evaluation and Award Determination

June 23, 2021

**RFP 208025 On-Site Tire Consignment
Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, Southern Tire Mart, LLC has been determined to be advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

Supplier	Total	Method of Approach	Capacity of the Responder	Cost	Conformance Statements
	1,000.00 pts	375 pts	325 pts	250 pts	50 pts
Southern Tire Mart, LLC	809	288	221	250	50



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

SOUTHERN TIRE MART, LLC
800 Hwy 98
Columbia MS 39429

BY: Stephen Q. Miller
(Name)

BY: Richard Conwill
(Name)

Chairman, Board of Supervisors
(Title)

Director of Government Sales
(Title)

(Signature)
(Signature)

RBC
(Signature)

DATE: June 23, 2021

DATE: 5-20-21

Approved as to Legal Content:

Curt 6-2-21
Pinal County Attorney's Office (Date)

To: Pinal County Board of Supervisors

From: Tiara Peterson, Procurement Officer

Date: June 23, 2021

Re: Contract Award of RFP #208226 Immigration Resource Attorney Services

Background

Request for Proposal 208226 was published to solicit proposals from qualified suppliers to provide Immigration Resource Attorney Services for the Pinal County Public Defense Services Office.

Selection Process

Four (4) proposals were received and opened on April 7, 2021 at 2:15 p.m. All four (4) proposals were deemed responsive and responsible and were evaluated by a four-person committee. Proposals were scored on Capacity of the Responder, Conformance to Terms and Conditions and Scope of Work, and Cost. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

Responders:

Ballecer & Segal LLP (Dan Ballecer)
Chaidez Law Firm PLLC (Jose Chaidez)
Neufeld Law Firm PLC, The (Michael Neufeld)
Rocha Law Office (Juan Lorenzo Rocha)

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 208226 – Immigration Resource Attorney Services to Dan Ballecer of Ballecer & Segal, LLP and Michael Neufeld of The Neufeld Law Firm PLC. The term of the proposed contract is an initial one (1) year term beginning July 1, 2021, through June 30, 2022, with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$100,000.

The Board is also requested to authorize the Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Tiara Peterson.

Respectfully submitted,

Tiara Peterson

Tiara Peterson, MBA
Procurement Officer
(520) 866-6240
Tiara.Peterson@pinal.gov

Attachment: Evaluation and Award Determination

June 23, 2021

RFP 208226 Immigration Resource Attorney Services
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, Dan Ballecer of Ballecer & Segal, LLP and Michael Neufeld of The Neufeld Law Firm PLC have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Capacity of Responder	References	Cost	Conformance
Supplier	/ 1,000.00 pts	/ 500 pts	/ 150 pts	/ 250 pts	/ 100 pts
Ballecer and Segal LLP	916.5 pts	431.5 pts	135 pts	250 pts	100 pts
The Neufeld Law Firm PLC	816.67 pts	415 pts	135 pts	166.67 pts	100 pts
Chaidez Law Firm PLLC	687.67 pts	331 pts	90 pts	166.67 pts	100 pts
Rocha Law Office	625.5 pts	325.5 pts	75 pts	125 pts	100 pts

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Tiara Peterson.

Tiara Peterson, MBA
Procurement Officer
(520) 866-6240
Tiara.Peterson@pinal.gov



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

DAN BALLECEER
BALLECEER & SEGAL, LLP
Address Redacted

BY: Stephen Q. Miller

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

BY: Dan Balleceer

(Name)

Partner / Attorney

(Title)

(Signature)

DATE: 6/2/2021

Approved as to Legal Content:

Chapman C. Kell 6-3-21
Pinal County Attorney's Office (Date)

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

MICHAEL NEUFELD
THE NEUFELD LAW FIRM PLC
Address redacted

BY: Stephen Q. Miller
(Name)
Chairman, Pinal County Board of Supervisors
(Title)
(Signature)

BY: Michael Neufeld
(Name)
Owner
(Title)
(Signature)

DATE: June 23, 2021

DATE: 05/27/2021

Approved as to Legal Content:


Pinal County Attorney's Office

6-3-21
(Date)



To: Pinal County Board of Supervisors

From: Krystle Sigman, Procurement Officer

Date: June 23, 2021

Re: Contract Amendment for 182424RFP WIOA One Stop Operator

It is requested the Board approve a term extension and modification to the contract with Chicanos Por La Causa, Inc. who serve as the ARIZONA@WORK Pinal County One Stop Operator under the direction of the Pinal County Local Workforce Development Board (PCLWDB).

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

- Contractor to work with the PCLWDB to explore and implement future service delivery sites.
- Add Contractor Responsibilities to include hiring of staff.
- Add PCLWDB Responsibilities to include approval of One Stop Operator Staff position.
- Performance Measurement plans to be completed annually by Contractor.

This program is grant funded.

The current term of this contract expires on 6/30/2021. The new term, if approved, will begin on 7/1/2021, and will continue through 6/30/2022. After this extension, one (1) one-year optional extensions will remain.

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 182424
Amendment #2**
Procurement Officer: Carol Lang
Carol.Lang@pinal.gov

WIOA One Stop Operator

Contractor Name: **Chicanos Por La Causa, Inc.**

The above referenced contract shall be amended as follows:

Pursuant to Statement of Work, 1.3 Oversee various One-Stop System service delivery locations, 1.3.1 and 1.3.1.2

1. 1.3.1 Oversee the One Stop Career Center service locations throughout the county. There are three levels of One Stop Career Centers; Comprehensive, Affiliates and Electronic Access Points. At a minimum, the One-Stop Operator will visit each of the service locations once a month or as determined by the PCLWDB [as well as work through the PCWDB regarding the exploration and implementation of future service delivery sites.](#)
2. 1.3.1.2 Affiliate Sites: If the Affiliate site is housed within a non-county facility, the holiday schedule of that facility shall be followed. [ARIZONA@WORK Adult and Dislocated Worker, 11518 E Apache Trail #114, Apache Junction, AZ 85120 and Empowerment Systems, Inc. 2066 W Apache Trail #116D, Apache Junction, AZ 85120 shall be deleted.](#)

Pursuant to Statement of Work, Section 1 Contractor Responsibilities, 1.1

3. [Add 1.1.7 Contractor shall manage the hiring of the One Stop Operator staff position but will provide the PCWDB resumes of top candidates directly engaged in service delivery for review, the option to conduct interviews, and provide recommendations for final approval. Job offers shall not be made without the approval of the PCWDB.](#)

Pursuant to Statement of Work, Section 2 PCLWDB Responsibilities, 2.1

4. [Add 2.1.8 Approve the One Stop Operator staff position. Contractor shall manage the hiring of the One Stop Operator staff position but will provide the PCWDB resumes of top candidates directly engaged in service delivery for review, the option to conduct interviews, and provide recommendations for final approval. Job offers shall not be made without the approval of the PCWDB.](#)

Pursuant to Statement of Work, Section 3 Performance Measurements, 3.4.5

5. [3.4.5 Integrated Service Delivery – On an annual basis, develop, implement and revise as necessary a written plan using the local plan as a guide \(including a customer flow/ process map\) inclusive of performance metrics that will lead to an integrated seamless service delivery system for ARIZONA@WORK Pinal County.](#)



6. 3.4.5.1 The plan is to include but not limited to the following:

- Orientation and Registration for job seekers and business customers
- How the operator will ensure all service locations are monitored and highly functional
- Compliance with Federal & State and local policies, including Equal Employment Opportunity EEO
- Staff development (training) plan
- Customer surveys.
- Keep the PCLWDB apprised of progress in meeting the goals of the plan per the template in Exhibit D.

Plan to Be Completed and accepted by the PCLWDB by **January 1st every program year.**

Pursuant to Special Terms and Conditions, Paragraph 3 (Contract Extension)

7. The term of this contract is hereby extended through June 30, 2022.
8. All other Terms, Conditions, and Pricing remain the same.

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: Andres Contreras

(Name)

EVP, Integrated Health, Social Services and Education

(Title)

Andres Contreras

(Signature)

DATE: May 28, 2021

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

BY: Stephen Q. Miller, Chairman

(Name)

Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

To: Pinal County Board of Supervisors

From: Krystle Sigman, Procurement Officer

Date: June 23, 2021

Re: Contract Amendment for 182524RFP WIOA Adult, Dislocated Worker & Rapid Response Service Provider

It is requested the Board approve a term extension and modification to the contract with ResCare Workforce Services who provide the WIOA Adult and Dislocated Worker and Rapid Response Service for ARIZONA@WORK Pinal County.

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

- Assignment of contract to Equus Workforce Solutions.
- Add Contractor responsibility to confer with PCWDB prior to hiring staff.
- Add Contractor requirement to provide monthly activity reports.
- Revise performance matrix.

This is a grant funded program.

The current term of this contract expires on 6/30/2021. The new term, if approved, will begin on 7/1/2021, and will continue through 6/30/2022. After this extension, two (2) one-year optional extensions will remain.

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 182524
Amendment #4

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

Adult and Dislocated Worker and Rapid Response Service Provider

Contractor Name: **Rescare Workforce Services**

The above referenced contract shall be amended as follows:

Pursuant to Uniform Terms and Conditions, Section 5, 5.3 Assignment and Delegation

1. The references in the Contract to Rescare Workforce Services are hereby replaced with Equus Workforce Solutions (Contractor).

Pursuant to Statement of Work, Section 2 Contractor Responsibilities, 2.1

1. Add 2.1.4 Contractor shall manage the hiring of all staff positions. Contractor will afford PCWDB the courtesy of reviewing the resumes of top candidates not less than twenty-four (24) hours before conducting an interview. Contractor shall confer with PCWDB prior to final hiring offer made. Contractor shall indemnify and hold PCWDB harmless from any all employment related claims for damages caused or alleged to have been caused during the hiring process.

Pursuant to Statement of Work, Section 2, 2.7 Tracking and Reporting

2. The attached Monthly Activity Report, Exhibit 2 will now be required.

Pursuant to Special Terms and Conditions, Paragraph 3 (Contract Extension)

3. The term of this contract is hereby extended through June 30, 2022.

Pursuant to Addendum #1 and Amendment #3 (Performance Matrix),

4. The attached revised Performance Matrix, Exhibit 1 will be effective July 1, 2021
5. 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: Mark Douglass

(Name)

President

(Title)

(Signature)

DATE: 06/09/2021

BY: Stephen Q. Miller, Chairman

(Name)

Pinal County Board of Supervisors

(Title)

(Signature)

DATE: June 23, 2021

Exhibit 1

Contract 182524

**Adult, Dislocated Worker and Rapid Response Performance Matrix REVISED –
All Performance to be validated by the Pinal County Local Workforce Development Board or designee
Effective July 1, 2021**

Goal	Objective:	Strategy:	Performance:	Performance Schedule:	Performance Schedule Fee:	Performance Total Fee:	Source Documents:
Align Employer Engagement Activities with Economic Development Activities	All staff are knowledgeable of targeted industries, active sector partnerships, in-demand industries, and related in-demand occupations.	Coordinate workforce investment activities carried out in the local area with economic development activities.	Adult program participant employment outcomes align with Pinal County economic development targeted growth industries	80% of Adult Employment outcomes matched to targeted / in-demand industries quarterly NOTE: A minimum of 15 outcomes with at least 12 <i>qualifying</i> outcomes are required for each program in order to earn the bonus of 80%. This equates to 4 <i>qualifying</i> placements per month, per quarter, per program.	\$2800.00 per quarter	\$11,200.00 Adult	Verified employment via AJC Exit reason

Align Employer Engagement Activities with Economic Development Activities	All staff are knowledgeable of targeted industries, active sector partnerships, in-demand industries, and related in-demand occupations.	Coordinate workforce investment activities carried out in the local area with economic development activities.	Dislocated Worker program participant employment outcomes align with Pinal County economic development targeted growth industries	80% of Dislocated Worker Employment outcomes matched to targeted / in-demand industries quarterly NOTE: A minimum of 15 outcomes with at least 12 <i>qualifying</i> outcomes are required for each program in order to earn the bonus of 80%. This equates to 4 <i>qualifying</i> placements per month, per quarter, per program.	\$1375.00 per quarter	\$5,500.00 DW	Verified employment via AJC Exit reason
Grow and Develop a Skilled Workforce	ARIZONA@WORK Pinal County system focuses equally on the employment needs of job seekers and employers' needs for skilled labor with industry-recognized credentials.	Improve service delivery and avoid duplication of services.	Continuous pipeline of program participants are served each program year	35 new Adult participants served every quarter	\$2800.00 per quarter	\$11,200.00 Adult	AJC Quarterly Performance Report
Grow and Develop a Skilled Workforce	ARIZONA@WORK Pinal County system focuses equally on the employment needs of job seekers and employers' needs for skilled labor with industry-recognized credentials.	Improve service delivery and avoid duplication of services.	Continuous pipeline of program participants are served each program year	22 new Dislocated Worker participants served every quarter	\$1375.00 per quarter	\$5,500.00 DW	AJC Quarterly Performance Report

Maintain fiscal oversight of allocated funds on an annual basis to the benefit of targeted populations served.	To ensure that allocated funds are expended in a timely manner and utilized to maximize program outcomes.	Proactively seek and implement innovative service delivery opportunities to establish state of the art service offerings.	Ensure allocated funds are expended on allowable cost categories.	Quarterly expenditure rates are within 10% of the equivalent period of expenditure. (Example: Funding is issued for a two year time period. After year 1, expenditure rate would be +/- 10% of 50%)	\$498.50 per quarter	\$1,994.00	Quarterly expenditure reports NOTE: If this measure is not met on a quarterly basis – no other quarterly performance bonuses will be approved.
Continuously Improve Service Delivery	All core programs meet or exceed negotiated performance measures	Utilize local levels of performance to measure the performance of the local area and to be used by the PCLWDB for measuring the performance of eligible training providers and the one-stop delivery system, in the local area.	Exceed negotiated level of performance target per AJC annual report	Exceed negotiated level of performance target per AJC annual report- Adult and DW unsubsidized employment 2nd Quarter After Exit	\$1,595.00 (Adult) \$1,375.00 (DW) Annually	\$1,595.00 (Adult) \$1,375.00 (DW)	Final AJC Annual Report validated by State
Continuously Improve Service Delivery	All core programs meet or exceed negotiated performance measures	Utilize local levels of performance to measure the performance of the local area and to be used by the PCLWDB for measuring the performance of eligible training providers and the one-stop delivery system, in the local area.	Exceed negotiated level of performance target per AJC annual report	Exceed negotiated level of performance target per AJC annual report - Adult and DW unsubsidized employment 4th Quarter After Exit	\$1,595.00 (Adult) \$1,375.00 (DW) Annually	\$1,595.00 (Adult) \$1,375.00 (DW)	Final AJC Annual Report validated by State
Continuously Improve Service Delivery	All core programs meet or exceed negotiated performance measures	Utilize local levels of performance to measure the performance of the local area and to be used by the PCLWDB for measuring the performance of eligible training providers and the one-stop delivery system, in the local area.	Exceed negotiated level of performance target per AJC annual report	Exceed negotiated level of performance target per AJC annual report - Adult and Dislocated Worker Median earnings 2nd Quarter After Exit	\$1,595.00 (Adult) \$1,375.00 (DW) Annually	\$1,595.00 (Adult) \$1,375.00 (DW)	Final AJC Annual Report validated by State

Continuously Improve Service Delivery	All core programs meet or exceed negotiated performance measures	Utilize local levels of performance to measure the performance of the local area and to be used by the PCLWDB for measuring the performance of eligible training providers and the one-stop delivery system, in the local area.	Exceed negotiated level of performance target per AJC annual report	Exceed negotiated of performance target per AJC annual report - Adult and DW Credential, Diploma or equal., 1 Year After Exit	\$1,595.00 (Adult) \$1,375.00 (DW) Annually	\$1,595.00 (Adult) \$1,375.00 (DW)	Final AJC Annual Report validated by State
Continuously Improve Service Delivery	All core programs meet or exceed negotiated performance measures	Utilize local levels of performance to measure the performance of the local area and to be used by the PCLWDB for measuring the performance of eligible training providers and the one-stop delivery system, in the local area.	Exceed negotiated level of performance target per AJC annual report	Exceed negotiated level of performance target per AJC annual report - Measurable Skills Gain. (For PY 2019, the target will be: Adult: 59.8% Dislocated Worker: 76.5%)	\$1,595.00 (Adult) \$1,375.00 (DW) Annually	\$1,595.00 (Adult) \$1,375.00 (DW)	Final AJC Annual Report validated by State

Exhibit 2
Contract 182524

Monthly Program Participant Activity Summary Report

NOTE: DATA SHOWN IS FOR EXAMPLE PUPOSES ONLY

Program: Adult		
Provider: Equus		
Report Period July 2021		
Number of referrals/applicants during report period		20
Number Enrolled at beginning of Report Period*:		100
New Enrollments during report period:		15
Total Enrolled in program during Report Period		115
Results of all participants		
	Placed into employment	12
	Placed into training/education	20
	Exited for other reasons	5
Total Employed, Training or other Exits		37
Number Enrolled at end of Report Period:		78

***Reasons for denial of enrollment**

In reference to the individuals referred but not enrolled



To: Pinal County Board of Supervisors

From: Krystle Sigman, Procurement Officer

Date: June 23, 2021

Re: Contract Amendment for 190424RFP Uniforms for Sheriff's Office and Animal Care and Control

It is requested the Board approve a contract term extension with Universal Police Supply who provides uniforms for the Sheriff's Office and Animal Care and Control Departments.

The County has spent approximately \$218,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract will expire on August 20, 2021. The new term, if approved, will begin on August 21, 2021, and will continue through August 20, 2022. After this extension, two (2) one-year optional extensions will remain.

It is also requested the Board authorize the Finance Director to approve and sign resulting purchase orders and related administrative documents. All other 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 190424RFP
Amendment # 2
Procurement Officer: Krystle Sigman
Krystle.Sigman@pinal.gov

Uniforms

Contactor Name: Universal Police Supply

Pursuant to Special Terms and Conditions Paragraph 3 (Contract Extension) and Uniform Terms and Conditions Section 5 (Contract Changes), the above referenced contract shall be amended as follows:

1. The term of this contract is hereby extended through August 20, 2022.
2. All other Terms, Conditions, and Pricing remain the same.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

X June 23, 2021

Date



To: Pinal County Board of Supervisors

From: Karen Williams, Procurement Officer

Date: June 23, 2021

Re: Contract Amendment for 193425RFP Credit and Debit Card Processing

It is requested the Board approve a contract term extension with Point & Pay who provides Payment processing services to include credit and debit cards and other types of electronic payments for fees assessed by the Pinal County for the Treasurer's Office and other County departments Department.

There is no cost to the County for this contract.

The current term of this contract will expire on July 5, 2021. The new term, if approved, will begin on July 6, 2021, and will continue through July 5, 2022. After this extension, three (3) one-year optional extensions will remain.

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

Respectfully submitted,

Karen Williams

Karen Williams
Procurement Officer
520-866- 6667
Karen.Williams@pinal.gov

Contract Amendment

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

Contract 193425RFP
Amendment # 1
Procurement Officer: Karen Williams
Karen.Williams@pinal.gov

Credit and Debit Card Processing

Contractor Name: Point & Pay

Pursuant to Paragraph 2 (Contract Extension) and Paragraph 15 (Contract Changes), the above referenced contract shall be amended as follows:

1. The term of this contract is hereby extended through July 5, 2022.
2. All other Terms, Conditions, and Pricing remain the same.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

X 6/23/2021

Date



Change Order

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

PO Number

242346

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

PO Date: 6/10/2021

Page: 1 of 2

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	JOHNSON CARLIER LLC 738 2 52ND STREET TEMPE AZ 85281
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: 1/28/2020 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	--

Reference:

PC Contract: IFB 192121 BOS awarded 1/8/2020

Consider this your official notice to proceed.

****THIS PROJECT SHALL COMMENCE ON 2/17/2020 AND BE COMPLETED WITHIN 365 CALENDAR DAYS****

SOW: Provide construction services for the Pinal County Complex Building Project - City of Maricopa (base bid and alternates 1, 2 and 4)

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

PO emailed to: Jamey Carpenter Jamey.carpenter@johnsoncarlier.com ; Tyler Wilson tylerson@johnsoncarlier.com ; Tim Lewis tlewis@johnsoncarlier.com Jeff Eells jeells@johnsoncarlier.com

**** CHANGE ORDER 1 dated 10/13/20 - add 44 days to schedule for acquiring masonry due to COVID and unforeseeable conflicts with offsite sewer and existing line. - lmg 10/20/20 ****

**** CHANGE ORDER 2 dated 11/16/20 - PCSO officer traffic regulation services, add electric swinging gates with card access at entry/exit drives and add acoustical ceiling clouds in lobby 123, building 100 and lobbies 102 & 227 in building 200. - lmg 12/3/20 ****

**** CHANGE ORDER 3 dated 3/2/21 - County Complex in Maricopa, AZ additional funds for reconfigure laminate glass protective screens at counters in both buildings, reconfigure entry plaza to include artwork and concrete pavers, furnish and install a building plaque at both buildings and for additional and/or unforeseeable items requested and approved by Pinal County. - ads 3/2/2021**

**** Change Order 4 dated 6/7/21 - Change in contract time and compensation for delays related to COVID-19 - ads 6/10/2021**

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		Construction Services Pinal County Complex-Maricopa	\$0.00	\$10,473,341.92

Total Order : \$10,473,341.92

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 #	157790
PO #	242346
BPO#	
Initials:	SR

Today's Date	6/7/2021	Requested By	Archie Carreon
Materials needed no later than		Cost Center & Object Code	53330099.531990
Vendor	Johnson Carlier, LLC	Contract #:	

Project Address	Pinal County Complex - Maricopa	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	Change Order #4				97,882.00
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
						SUB-TOTAL	\$ 97,882.00
						TAX	
						SHIPPING	\$ -
						GRAND TOTAL	\$ 97,882.00

SCOPE OF WORK/Purpose: Change Order due to change in contract time and compensation for delays related to COVID-19 (per attachment).

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

Director's Signature _____

Date: ____/____/____

Copy: _____ Requester
 _____ Admin

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Pinal County Complex 19955 N. Wilson Ave., Maricopa AZ	CONTRACT INFORMATION: Contract For: General Construction Date: June 7, 2021	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: June 7, 2021
OWNER: <i>(Name and address)</i> Pinal County 135 N. Pinal Street Florence AZ 85132	ARCHITECT: <i>(Name and address)</i> Swan Architects Inc. 833 N. 5th Ave Phoenix, AZ 85003	CONTRACTOR: <i>(Name and address)</i> Johnson Carlier, LLC 738 S. 52nd Street Tempe, AZ 85281

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.)

1. Change in contract time and compensation for delays related to Covid-19.

The original Contract Sum was	\$ 9,929,900.00
The net change by previously authorized Change Orders	\$ 445,532.92
The Contract Sum prior to this Change Order was	\$ 10,375,432.92
The Contract Sum will be increased by this Change Order in the amount of	\$ 97,882.00
The new Contract Sum including this Change Order will be	\$ 10,473,314.92

The Contract Time will be increased by forty-seven (47) days.
The new date of Substantial Completion will be May 17, 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.

Swan Architects Inc.
ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Johnson Carlier, LLC
CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME

DATE

Pinal County
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



PCO #059

Johnson Carlier, LLC
738 South 52nd Street
Tempe, Arizona 85281
Phone: (602) 275-2222
Fax: (480) 921-9255

Project: 20-020 - Pinal County Complex Building - City of Maricopa
19955 North Wilson Avenue
Maricopa, Arizona 85139

Prime Contract Potential Change Order #059: CE #119 - Time extension No 2

TO:	Pinal County 31 North Pinal Street, Building A Florence Arizona, 85132	FROM:	Johnson Carlier LLC 738 South 52nd Street Tempe Arizona, 85281
PCO NUMBER/REVISION:	059 / 1	CONTRACT:	1 - Pinal County Complex Building - City of Maricopa Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jeff Eells (Johnson Carlier LLC)
STATUS:	Pending - In Review	CREATED DATE:	3/21/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	47 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$97,882.00

POTENTIAL CHANGE ORDER TITLE: CE #119 - Time extension No 2

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #119 - Time extension No 2

The dates that we are now discussing show that we are 47 calendar days behind schedule. The easiest way to proportion the time between the three (3) categories would be in thirds, however, that not quite right. We believe that the schedule impacts are as follows:

1. Nine (9) calendar days associated with the acceleration of Building 100.
2. Twelve (12) calendar days associated with the accumulation of changes.
3. Covid related delay are the remainder, twenty-six (26) calendar days.

New Substantial Completion date is May 17,2021

Revision 1 includes extended general conditions costs for the entire 47 day time extension.

ATTACHMENTS:

[TE 2 costs.pdf](#)

#	Cost Code	Description	Type	Amount	Overhead (0.00% Applies to all line item types.)	Bonds/ Insurances (2.75% Applies to all line item types.)	FEE (5.00% Applies to all line item types.)	Subtotal
1	01-00-10 - General Requirements	Time related costs	Unallocated	\$85,186.56	\$0.00	\$2,342.63	\$4,376.46	\$91,905.65
Subtotal:				\$85,186.56	\$0.00	\$2,342.63	\$4,376.46	\$91,905.65
Tax (≈ 6.5% Applies to all line item types.):								\$5,976.35
Rounding (0.00% Applies to all line item types.):								\$0.00
Grand Total:								\$97,882.00



PCO #059

Jeff Swan (Swan Architects, Inc.)
833 North 5th Avenue
Phoenix Arizona 85003

Pinal County
31 North Pinal Street, Building A
Florence Arizona 85132

Johnson Carlier LLC
738 South 52nd Street
Tempe Arizona 85281

 6/7/21
SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



April 18, 2021

Archie Carreon
Director, Pinal County Department of Facilities Management
P. O. Box 876
Florence, AZ 85132

Delivered by email.
archie.carreon@pinal.gov

Subject: Covid-19 related delay costs

Dear Archie,

Recently you approved a 47-day extension. In response to my request for additional monies (time related costs) associated with that time extension, you asked that I make my request more formally in the form of letter to you. As noted in prior emails this extension was comprised of various parts which can quickly be described as Covid19 related delays. Because these delays are not of our making, we requested an increase in both our contract time and contract amount; the two go together. You already agreed to the 47 days extension to our Contract Time.

Like other general contractors trying to build during the pandemic, we have struggled with shortages of material and equipment, shipping delays, and shortages of subcontract craftsmen. These problems were difficult to overcome. As the primary reason for our delays, and a great example of the delays we experienced, the emergency generator was approved in April last year and we were expecting delivery to the site in October/November. The generator was finally delivered to the site in late March (4 ½ months late). See Attachment 1 for a sampling of the correspondence we received outlining the delays and the communication involved with the late delivery of the generator.

As you are aware, the generator runs the life safety systems for both buildings when the power shuts down. We have been unable to even test these systems without the generator. Startup of the generator will be this week if things go well. As soon as the generator is operational, we can start testing each system. This item by itself justifies the extension of time. But there are other reasons too. For instance, we lost most of the framing and drywall crews due to Covid-19 illness/quarantine issues over a critical three-week period in November/December which also caused schedule slippage.

We request \$97,882.00 for reimbursement of our costs associated with the 47-day delay. This amount has been calculated as follows and these numbers are consistent with the pricing in our other PCO's.

Direct time related costs	\$85,187
Bond an insurance (2.75%)	2,343
Fee (5.00%)	4,376
Subtotal	<u>\$91,906</u>
Tax (6.50%)	5,976
TOTAL	<u>\$97,882</u>

A copy of our direct time related cost calculations is included as Attachment 2. If you need any additional information, please let me know.

As you know, the cost of this delay is a big dollar number for us, and we look forward to having this matter resolved.

Sincerely,
Johnson Carlier



Jeffrey Eells
Senior Project Manager

Attachments 1 and 2

Attachment 1

Partial Emergency Generator Delay History

- 11/19/20 - *From the local manufacturer's representative.* "I just talked to the factory myself and they told me the current ship date in **January 15th**. I said that seemed like a long time, but he told me lead times have been increasing because of pandemic (getting raw materials has now become an issue) which he said slows the whole process down."
- 12/08/20 - *From the local manufacturer's representative.* "This is to advise we have received acknowledgement from the factory that the current estimated shipping window for your order for the **130 kW Genset is the week of 1/18/2021**. Please note these are the estimated dates the equipment will be available to ship from the factory, and do not include transportation time."
- 01/07/21 - *From our electrical subcontractor.* "The generator has been delayed from the factory due to Covid. Factory had shut down a couple months ago and when they reopened, they did at a reduced capacity."
- 01/20/21 - *From the local manufacturer's representative with notes from manufacturer.*
"Jan 7: Container delayed at New York Port due to government shut-down due to the Capitol Break-in.
Jan 18: Container released 1/15 and on train to arrive in Kansas City this week, but due to congestion at shipping yards, it is further delayed."
- 01/21/21 - *From the local manufacturer's representative.* "The unit has been delayed again as the engine for the generator has been delayed a second time, and there is still not a clear date on when this unit will be ready to ship."

"We understand that you and your customer expect this generator to be delivered asap, but the issues we are facing getting the engine to the factory are beyond Gen-Tech's control. We will continue to communicate with the factory every couple of days so we can give you regular updates on the progress of this unit."

- 02/10/21 - *From the local manufacturer's representative.* Container delay (containing motor). "...finished on Friday 02/26/2 and ship **first week in March**."
- 02/15/21 - *From the local manufacturer's representative.* Factory running behind. Generator will be finished the week of 03/08/21 and be ready to ship **03/15/21**.

Attachment 2

Pinal County Complex Buiding Project

Job Number 20020

Date 3/20/2021

Daily Delay Cost Calculation

				7.00	30.42	
				days per week	days per month	Cost per Day
PM	40.00	hours	110.00	\$ 4,400.00		\$ 628.57
Supt	40.00	hours	98.00	\$ 3,920.00		560.00
PE	30.00	hours	60.00	\$ 1,100.00		157.14
Proj Acct	4.00	hours	62.00	\$ 248.00		35.43
Proj Asst	6.45	hours	43.00	\$ 277.35		39.62
Temp Elect					\$ 1,708.25	56.16
Temp Trailers-Courts					\$ 4,585.50	150.76
Temp Fencing					\$ 965.00	31.73
Field Office - JC					\$ 376.66	12.38
Trucks					\$ 827.86	27.22
Fuel Oil Grease					\$ 458.23	15.07
Progress Cleaning				\$ 545.00		77.86
Water Truck					\$ -	-
Fork Lift					\$ -	-
phones					\$ -	-
Water					\$ -	-
toilets					\$ 625.00	20.55
drinking Water					\$ -	-
				Per day costs	\$ 1,812.48	
				number of days	47	
Total costs for delay (per day costs x number of days)					\$ 85,187	



Purchase Requisition

Req. Number

161771

Req. Date: 6/10/2021

Page: 1 of 2

Department Contact:	Ship to:	Supplier:
RUIZ, TIM J Phone: - Branch Plant: FL-MOTOR POOL Fund Source: GENERAL FUND	FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	SAN TAN FORD 1429 E MOTORPLEX LOOP GILBERT AZ 85297 Phone: - Fax: -

Buyer: Michael Gale Phone: 520 - 866-6269 Email: michael.gale@pinal.gov	Requested Delivery Date: 8/1/2021 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 ADSP017-166124
Contract Expiry 3/31/2022

Reference: Quote dated 06/03/2021

Department Contact: Jeremy Stalter - jeremy.stalter@pinal.gov | Tim Ruiz - tim.ruiz@pinal.gov

Vendor Contact: Joe Sanchez - joesanchez@santanford.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	20.00	EA		2020 FORD F150 POLICE RSPR SUPER CREW CAB 4X4 PPV (W1P)	\$35,924.00	\$718,480.00
2.00	20.00	EA		AGATE BLACK UM	\$0.00	
3.00	20.00	EA		POLICE SEAT BLACK PB	\$0.00	
4.00	20.00	EA		XL SERIES 150A	\$0.00	
5.00	20.00	EA		18" SILVER ALUM WHEELS	\$0.00	
6.00	20.00	EA		3.5L V6 GTDI 998	\$0.00	
7.00	20.00	EA		ELECTRONIC 10-SPEED ATRANS 446	\$0.00	
8.00	20.00	EA		LT 265/70R18	\$0.00	
9.00	20.00	EA		3.31 ELEC LOCKING	\$0.00	
10.00	20.00	EA		7050# GVWR	\$0.00	
11.00	20.00	EA		50 STATE EMISSION 425	\$0.00	
12.00	20.00	EA		POLICE ENGINE IDLE 47P	\$260.00	\$5,200.00
13.00	20.00	EA		TRAILER TOW PACKAGE 53A Page 96	\$995.00	\$19,900.00

Req. Number**161771****Req Date: 6/10/2021****Page: 2 of 2**

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
14.00	20.00	EA		REMOTE KEYLESS 67P	\$340.00	\$6,800.00
15.00	20.00	EA		TWO ADDITONAL KEYS KEYS	\$0.00	
16.00	20.00	EA		WINDOW TINT TINT	\$285.00	\$5,700.00
17.00	20.00	EA		PAINT SCHEME PAINT ROOF & 4 DO ROOF/DOORS WHITE	\$2,033.33	\$40,666.60
18.00	20.00	EA		UP FIT F-150 PATROL	\$23,700.17	\$474,003.40
19.00	20.00	EA		TAXES	\$4,552.28	\$91,045.60
20.00	20.00	EA		WASTE TIRE FEE	\$5.00	\$100.00

Total Order: \$1,361,895.60

San Tan Ford



Quote To:

Pinal County Purchasing

QB301

Attn: Jeremy Stalter

In Stock Units

6/3/2021

Jared Smith

ADSP017-166124

1429 E. Motorplex Loop

Gilber, AZ 85297

Phone: 480-821-3200 Ext 4099

Cell: 623-302-1154

Page 1 of 2

Line Item:		Description	Price
1	W1P	2021 F-150 Police Responder 4x4	\$35,924.00
2	UM	Agate Black	
3	PB	Police Seat Black	
4	150A	XL Series	
5		18" Silver Alum Wheels	
6	998	3.5L V6 GTDI Engine	
7	446	Electronic 10-Speed Auto Trans	
8		LT265/70R 18	
9		3.31 Elec Lock	
10		7050# GVWR	
11	425	50 State Emissions	
12	47P	Police Engine Idle	\$260.00
13	53A	Trailer Tow Package	\$995.00
14	67P	Remote Keyless	\$340.00
15	Keys	2 Additional Keys	
16	Tint	Window Tint	\$285.00
17	Up Fitting	Paint Roof and 4 Doors Ext Only in White	\$2,033.33
18	Up Fitting	As Per Your Specs with MHQ	\$18,525.17
19			
20			

Taxable Total:			\$58,362.50
-----------------------	--	--	-------------

Sales Tax:			\$4,552.28
-------------------	--	--	------------

Labor:			\$5,175.00
---------------	--	--	------------

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

Grand Total:		Per Unit	\$68,094.78
---------------------	--	----------	-------------

Qty Requested: _____ 1 _____

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.#: _____

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.



Purchase Order

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

PO Number

245182

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

PO Date: 6/8/2021

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department	INFORMATION TECHNOLOGY DEPARTMENT	HYE TECH NETWORK & SECURITY SOLUTIONS LL
P.O. Box 1348	IT RECEIVING BLDG	4802 E RAY RD STE 23-414
Florence, AZ 85132	75 N. MAIN STREET	PHOENIX AZ 85044
Or	FLORENCE AZ 85132	
email invoice to:		Phone: 520 - 488-9970
FinanceInvoices@pinal.gov		Fax: 480 - 247-4501
		Confirming to:

Buyer: Michael Gale	Requested Delivery Date: 6/8/2021
Phone: 520 - 866-6269	Payment Terms: Net 30
Email: michael.gale@pinal.gov	Shipping Terms: FOB Destination

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

Contract Entity 1GPA
Contract Number 16-11PV-09
Contract Expiry 12/8/2021

Reference: Quote # 1066-140

Department Contact: Jason Cantrell - jason.cantrell@pinal.gov | Christine Trent - christine.trent@pinal.gov

Vendor Contact: sclore@hyetechnetworks.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		Data Domain Disk Packs DD6800	\$0.00	\$174,574.98
2		LS		EST TAX	\$0.00	\$16,060.90

Total Order : \$190,635.88

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



Quotation

HyeTech Network & Security Solutions, LLC.
10235 S. 51st Street #120
Phoenix, AZ 85044

Date: May 27, 2021
Quotation #: 1066-140
Customer ID: 1066
Prepared by: Orion Igleheart
Quotation valid until: June 26, 2021
Project Detail: DataDomain DiskPacks 2021
Contract: 1GPA Contract 16-11PV-09

Bill To:
Pinal County
Steven Frazier
31 N Pinal Street
Florence, AZ 85132

Ship To:
Pinal County
Steven Frazier
31 N Pinal Street
Florence, AZ 85132

Products:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
U-DS60-4HDD-15-NF	HDD EXP PK 15X4TB SAS W/ DS60 CR- NF	---	\$50,024.00	\$20,259.72	1	\$20,259.72
M-PSM-HW-DD-DD1	PROSUPPORT 4HR/MC HARDWARE SUPPORT	40	\$20,009.60	\$8,103.89	1	\$8,103.89
458-001-824	DD BOOST SOFTWARE OPTION UPG=CB	---	\$75.53	\$30.59	60	\$1,835.40
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	40	\$2,718.80	\$1,101.11	1	\$1,101.11
458-001-825	DD REPLICATION SOFTWARE OPT UPG=CB	---	\$100.70	\$40.78	60	\$2,446.80
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	40	\$3,625.20	\$1,468.21	1	\$1,468.21
458-001-826	DD SOFTWARE UPG=CB	---	\$1,530.64	\$619.91	60	\$37,194.60
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	40	\$36,735.20	\$14,877.76	1	\$14,877.76
458-001-920	DD6800 RAW SHELF CAPACITY LICENSE	---	\$0.00	\$0.00	1	\$0.00
456-111-963	DS60 4TB ACT 60TB RAW=CB	---	\$0.00	\$0.00	1	\$0.00
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	40	\$0.00	\$0.00	1	\$0.00
U-DS60-4HDD-15-NF	HDD EXP PK 15X4TB SAS W/ DS60 CR- NF	40	\$50,024.00	\$20,259.72	1	\$20,259.72
M-PSM-HW-DD-DD1	PROSUPPORT 4HR/MC HARDWARE SUPPORT	---	\$20,009.60	\$8,103.89	1	\$8,103.89
458-001-920	DD6800 RAW SHELF CAPACITY LICENSE	---	\$0.00	\$0.00	1	\$0.00
456-111-963	DS60 4TB ACT 60TB RAW=CB	---	\$0.00	\$0.00	1	\$0.00
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	40	\$0.00	\$0.00	1	\$0.00
458-001-826	DD SOFTWARE UPG=CB	---	\$1,530.64	\$619.91	60	\$37,194.60
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	40	\$36,735.20	\$14,877.76	1	\$14,877.76
458-001-824	DD BOOST SOFTWARE OPTION UPG=CB	---	\$75.53	\$30.59	60	\$1,835.40
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	40	\$2,718.80	\$1,101.11	1	\$1,101.11
458-001-825	DD REPLICATION SOFTWARE OPT UPG=CB	---	\$100.70	\$40.78	60	\$2,446.80
M-PSM-SW-DD-DD1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT	40	\$3,625.20	\$1,468.21	1	\$1,468.21

DataDomain Disk Packs - DD6800 - 40 Months Support: \$174,574.98

2 shelves FDC JDC

Subtotal: \$174,574.98

Quote Summary	Amount
Products:	\$174,574.98
Subtotal:	\$174,574.98
Estimated Tax:	\$16,060.90
Total:	\$190,635.88

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

If you have any questions concerning this quotation please contact sales@hyetechnetworks.com



Contract Extension

October 22, 2020

Hye Tech Network & Security Solutions, LLC
4802 East Ray Road, Suite 23-414
Phoenix, AZ 85044
Attn: Lisa Andrus (landrus@hyetechnetworks.com)

Re: Extension Agreement for Contract #16-11PV-09, Technology and Audio Visual Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until December 8, 2021. This is the fifth and final year of a five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☐ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☐ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☐ Proof of any other applicable licensing related to your contract.
- ☐ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☐ Current SAM Verification and/or DUNS Number.
- ☐ Updated Contact Information Sheet completed.

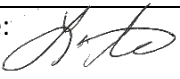
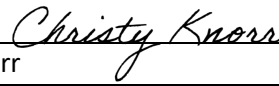
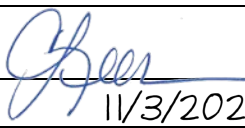
Please check ONE of the following appropriate boxes regarding pricing:

- ☐ Our contract utilizes firm-fixed pricing. We agree to hold the current firm-fixed prices until 12/8/2021.
- ☐ We agree to hold current MSRP/List pricing until 12/8/2021. Percentage Discounts remain the same as per contract terms and conditions.
- ☐ We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- ☐ We are aware of new price lists that will be coming available during the upcoming contract year. We will present those when received for approval.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Vendor Acceptance/Signature: 	Date:
Printed Name:	
Title:	
1GPA Authorized Signature: 	
Printed Name: Christy Knorr	Date: 11/3/2020
Title: Vice President	
Paradise Valley Unified School District Authorized Signature: 	
Printed Name: Claudia Leon	Date: 11/3/2020
Title: Director of Purchasing	



AGENDA ITEM

June 23, 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 June 9, 2021, Regular Meeting and June 16, 2021, Special Session 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

5/10/2021 1:27 PM

Who

Clerk of the Board

Approval

Yes

ATTACHMENTS:

Click to download

☐ [Minutes 6.9.21](#)

☐ [Minutes 6.16.21](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

PINAL COUNTY BOARD OF SUPERVISORS REGULAR SESSION MINUTES

**Wednesday, June 9, 2021
9:31 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 9:31 a.m. this date. The meeting was called to order by Chairman Miller, followed by an Invocation by Pastor Bill Carney, Christ Lutheran, and the pledge of allegiance by Supervisor Cavanaugh.

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.

Natasha Kennedy, Clerk of the Board, advised the Clerk of the Board's Office had not received any comments from the public.

Chairman Miller 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.

Item Action: No Public Comment

- (2) County Supervisors Association of Arizona (CSA) Report. (Craig Sullivan/Leo Lew)

Craig Sullivan, County Supervisors Association Executive Director, appeared before the Board and presented.

Item Action: Information Only

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

Leo Lew, County Manager, thanked all involved for their efforts in fighting the wildfires and introduced Charles Kmet to provide an update on the fires.

Charles Kmet, Emergency Operations Manager, appeared before the Board and provided updates regarding the Margo Fire and Telegraph Fire.

Supervisor Serdy spoke regarding how residents can assist in fire prevention by removing any overgrown trees and brittle brush. Also, if residents see properties that could be a potential fire hazard please report it to Code Enforcement.

Supervisor Cavanaugh thanked the Office of Emergency Management and fire crews for their efforts.

Item Action: Information Only

(4) Purchasing Division Report - June 9, 2021 (Shonna McBride/ Lori Pruitt)

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

Item Action: Approved

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve the Purchasing Division Report as presented.

Motion Passed

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

(5) **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 Board Members, staff or the audience to remove any Consent Agenda Items for discussion.

Supervisor Cavanaugh requested to pull Consent Agenda Items C and D.

Supervisor Serdy requested to pull Consent Agenda Item AH.

Vice-Chairman Goodman requested to pull Consent Agenda Item AW.

Roberto Reveles, Gold Canyon, appeared before the Board and requested to pull Consent Agenda Item AF.

Item Action: Approved Consent Agenda Item A through AW, Minus C, D, AF, AH, and AW

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve Consent Agenda Items A through AW, Minus C, D, AF, AH, and AW.

Motion Passed

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

- * A. Discussion/approval/disapproval of Minutes from May 19, 2021, and June 2, 2021, Special Session Meetings and May 26, 2021, Regular Meeting of the Board of Supervisors. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the current billings before the Board. (Natasha Kennedy)

Items C and D Pulled from Consent Agenda

- * C. Discussion/approval/disapproval of the Fireworks Display Permit application of Fireworks Productions of Arizona on behalf of Arizona City for the supervised fireworks display to be held on July 3, 2021, at Toltec Elementary School at 3315 N Toltec Rd, Eloy, AZ 85131 in alignment with the CDC Events and Gathering Packet guidelines. Supervisor District #3. (Natasha Kennedy)
- * D. Discussion/approval/disapproval of the Fireworks Display Permit application of Fireworks Productions of Arizona on behalf of Saddlebrooke One HOA for the supervised fireworks display to be held on July 4, 2021, at 64500 E. Saddlebrooke Blvd., Tucson, Arizona 85739 in alignment with the CDC Events and Gathering Packet guidelines. Supervisor District #4. (Natasha Kennedy)

Supervisor Cavanaugh spoke regarding his concerns with approving Fireworks Display Permit applications due to the ongoing fires.

Charles Kmet, Emergency Manager, appeared before the Board, provided an overview of the Fireworks Display Permit application process, and further explained the production company, area, and the notifications of the fire departments.

Item Action: Approved Consent Agenda Items C and D

Main Motion Made By: Supervisor Cavanaugh

To deny Consent Agenda Items C and D.

Motion failed due to lack of Second

Subsidiary Motion Made By: Supervisor McClure

Seconded By: Supervisor Serdy

To approve Consent Agenda Items C and D.

Subsidiary Motion Passed

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

Nays: Cavanaugh (1)

- * E. Discussion/approval/disapproval of the ratification of San Tan Foothills High School Graduation Fireworks Display held on Thursday, May 27, 2021, at 8:00 p.m. Supervisor District #2 (Natasha Kennedy)
- * F. Discussion/approval/disapproval of the ratification of Poston Butte High School Graduation Fireworks Display held on Thursday, May 27, 2021. Supervisor District #2 (Natasha Kennedy)
- * G. Discussion/approval/disapproval of the ratification of Combs High School Graduation Fireworks Display held on Wednesday, May 26, 2021, at 7:00 p.m. Supervisor District #2 (Natasha Kennedy)

- * H. Discussion/approval/disapproval of the reappointment of Orlenda Roberts, 8125 W. Bartlett Road, Casa Grande, AZ, 85294 to the Agriculture Extension Board. Mrs. Roberts Term of Service will be April 2, 2021, through April 1, 2023. This appointment has been recommended for approval by the University of Arizona County Extension Agent. (Natasha Kennedy)
- * I. Discussion/approval/disapproval of the Tax Exemption Extension request received by the Assessor's Office for: Patricia Ann Osborne, Bruce Ronald Fairbanks, Barbara W. Thum, Sharon M. Danskin, Edward Demain, Daniel James Van Roo, Lydia E. Glenn, Lucinda Bowser, Maria De Jesus Ochoa, Carolyn A. Smith, Deborah Elchert, Thomas Fink, Samuel Hall, Adam Floerchinger, and Hortencia Pinon to be allowed to file for widow/widowers and/or disabled persons or non-profit organization tax exemption. (Natasha Kennedy)
- * J. Discussion/approval/disapproval of the certification that the total revenues received by the Justice Courts and the Superior Court including the Clerk of the Superior Court, exceed the amount received in fiscal year 1997-98. The County Treasurer shall disburse the monies as directed pursuant to A.R.S. 41-2421, as amended. (Lori Pruitt/Leo Lew)
- * K. Discussion/approval/disapproval in accordance with Article VII -Terms of Office of the Pinal County Workforce Development Board By-Laws, on May 20, 2021, the following individuals were recommended for re-appointment: Jakob Andersen, Saint Holdings, LLC; Jack Beveridge, Empowerment Systems; Dr. Jani Attebery, Central Arizona College; Richard Wilkie, City of Casa Grande/Economic Development. (Joel Millman/Himanshu Patel)
- * L. Discussion/approval/disapproval of the following appointments and resignations for Precinct Committee Persons for the;
 - Democratic Party:
 - Appointments: Pct. #87, Michael Renfroe, 30572 N. Honeysuckle Dr., San Tan Valley, 85143; Pct. #87, Rosetta R. Renfroe, 30572 N. Honeysuckle Dr., San Tan Valley, 85143. Supervisor District #2.
 - Appointments: Pct. #13: Scott C. Nichols, 5227 W. Pueblo Dr., Eloy, 85131. Supervisor District #3.
 - Republican Party:
 - Appointments: Pct. #25, Ronald D. Mills, 3277 N. Cantrell Pl., Florence, 85132. Supervisor District #1.
 - Appointments: Pct. #27, James W. Ross, 6045 W. Stony Quail Way, Florence, 85132; Pct. #28, Brian S. Ostrom, Address Confidential, Queen Creek, 85140; Pct. #28, Stanley M. Salsbery, 154 E. Catalina Ln., Queen Creek, 85140; Pct. #28, Greg P. Colvin, Address Confidential, San Tan Valley, 85140; Pct. #68, Chad A. Boothe, 33268 N. Falcon Trl., San Tan Valley, 85142. Supervisor District #2.
 - Appointments: Pct. #35, Marvin L. Jones, 1699 E. Gabrilla Dr., Casa Grande, 85122; Pct. #41, Judith (Judy) A. Alonzo. 2441 E. Firerock Dr., Casa Grande, 85194. Supervisor District #3.
 - Appointments: Pct. #100, Loreen Legendre, 17049 N. Rosemont St., Maricopa, 85138. Supervisor District #4.

- Appointments: Pct. #48, Wendy L. Pellett, Address Confidential, Gold Canyon, 85118; Pct. #59, Kristopher B. Abernathy, 2317 E. Mohave Ln., Apache Junction, 85119; Pct. #63, Stephen M. Kridler, 489 N. Gold Dr., Apache Junction, 85120; Pct. #63, Terri L. Kridler, 489 N. Gold Dr., Apache Junction, 85120; Pct. #64, William (Bill) L. Coxton, 2647 S. Moonlight Dr., Gold Canyon, 85118; Pct. #71, Kelly R. McDonald, 3701 E. Thames Cir., San Tan Valley, 85140. Supervisor District #5.
 - Resignations: Pct. #48, Robert B. Wilensik, Address Confidential, Gold Canyon, 85118; Pct. #64, Catherine Marozas, 2925 S. Lookout Ridge, Gold Canyon, 85118; Pct. #64, William Marozas, 2925 S. Lookout Ridge, Gold Canyon, 85118. Supervisor District #5. (Stephanie Cooper/Himanshu Patel)
- * M. Discussion/approval/disapproval of the Pinal County Open Space and Trails Department submitting a Recreation and Public Purposes (R&PP) Lease application to the Bureau of Land Management (BLM) for Palo Verde Regional Park, Phase One. This is an updated/amended application for the first phase of Palo Verde Regional Park. The amendment was required due to changes made to the Plan of Development requested by the BLM State Office. The changes to the Plan of Development are consistent with the Board approved (December 2016) Palo Verde Regional Park Cooperative Management Area Master Plan. Supervisor District #4. (Kent Taylor/Himanshu Patel)
- * N. Discussion/approval/disapproval of Resolution No. 060921-AKCHIN-AIVMO authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for the American Indian Veterans Memorial Organization. (Heather Patel/Lori Pruitt)
- * O. Discussion/approval/disapproval of Resolution No. 060921-TO-RFRD authorizing the submission of an application for the Tohono O’odham Nation Shared Revenue Program Funds for Regional Fire & Rescue Department, Inc. (Heather Patel/Lori Pruitt)
- * P. Discussion/approval/disapproval to execute funding agreement number B-20-UW-04- 0503 Amendment 1 with the U.S. Department of Housing and Urban Development for FY19 CDBG Coronavirus funding. The original award under round one was \$1,082,111. The amendment adds \$1,497,324. Pinal County submitted its Annual Action Plan amendment in April 2021 which outlined projects to be completed including the public health and emergency operations facility, and projects in Eloy and Mammoth. Projects must prevent, prepare for, or respond to coronavirus. (Heather Patel/Lori Pruitt)
- * Q. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 05104 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on September 10, 2020, receiving no bids at that time. On May 12, 2021, a bid for \$700 was received by Fidencio Alfonzo Armenta and Angelica Hernandez. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)
- * R. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 202-22- 076A3 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on September 10, 2020, receiving no bids at that time. On May 12, 2021, a bid for \$650 was received by Fidencio Alfonzo Armenta and Angelica Hernandez. Supervisor District #1. (Pamela Villarreal/Lori Pruitt)

- * S. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 503-12- 00206 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on September 10, 2020, receiving no bids at that time. On May 13, 2021, a bid for \$4,700 was received by Raquel and Jose Ramos. Supervisor District #3. (Pamela Villarreal/Lori Pruitt)
- * T. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-05- 07308 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$14,300 by Dan and Katie Troyer. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * U. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-07- 07205 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$13,700 by Michael H. Beachy. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * V. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-07- 28300 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$14,100 by Brenton Builders LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * W. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-10- 03604 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,250 by Ramos-Garcia Properties and Investments. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * X. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-04- 04308 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$13,100 by Mohamed M. Habli. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * Y. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-10- 08009 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$7,160 by Jared O. Hatch. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * Z. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-05- 00501 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$6,425 by Daniel and Kristina Johnston. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AA. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-10- 02408 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,700 by Gurpreet K. Bhatia and Harsimar D. Singh. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AB. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-10- 00709 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$9,600 by Dalloga LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

- * AC. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-05- 01202 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$10,100 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AD. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-05- 06508 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$13,100 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)
- * AE. Discussion/approval/disapproval for the sale of State Tax Deeded parcel 407-05- 07506 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$11,900 by Patterson Enterprises: Construction, LLC. Supervisor District #4. (Pamela Villarreal/Lori Pruitt)

Item AF Pulled from Consent Agenda

- * AF. Discussion/approval/disapproval of the termination of Lease between the Town of Florence and Pinal County. The space at the Florence Library that we leased with the Town at 778 N. Main Street, Florence, was to conduct a COVID-19 Vaccination Pod, and is no longer needed. Supervisor District #1. (GA20-052) (Joe Ortiz/Andrew Smith)

Roberto Reveles, Gold Canyon, appeared before the Board and requested clarification of where to find the most accurate report inclusive of the number of all vaccinated Pinal County residents.

Kore Redden, Bio-Defense Preparedness and Response Division Manager for the Public Health Services District, appeared before the Board and provided current data regarding Pinal County vaccinations specific to COVID-19 and advised regarding the delay of information from the State, which causes the variation between the State and County dashboards.

Item Action: Approved Consent Agenda Item AF

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Serdy

To approve Consent Agenda Item AF.

Motion Passed

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

- * AG. Discussion/approval/disapproval of amendment to lease between Pinal County and Pinal/Gila Community Child Services, Inc. for the Head Start program located at 110 Main Street in Mammoth. This amendment will provide for longer renewal terms. Supervisor District #1. (GA20-053) (Joe Ortiz/Andrew Smith)

Item AH Pulled from Consent Agenda

- * AH. Discussion/approval/disapproval of Resolution No. 060921-GA20-050 approving the First Amendment to the Intergovernmental Agreement (IGA) between the State of Arizona acting by and through its Department of Transportation (ADOT) and Pinal County to add LED Stop Signs for the Gila River Indian Community (GRIC) to the IGA between ADOT and Pinal County. This is a procurement only project that is covered 100% by Federal funds with no local match required. Pinal County Public Works will be responsible for installing three solar powered LED stop signs and LED advanced warning signs at three, two-way stop controlled intersections: 1) Christensen Rd./Martin Rd.; 2) Chuichu Rd./Peters Rd.; and 3) Hopi Dr./Scott Dr., while the GRIC will be responsible for installing signs at Casa Blanca Rd./Murphy Rd., Lower Santan Rd./Stotonic Rd., and Seed Farm Rd./Pear Rd. Supervisor Districts #1 and #3. (GA20-050) (Jason Bottjen/Andrew Smith)

Jason Bottjen, Transportation Planning Supervisor, appeared before the Board and presented.

Chairman Miller and Supervisor Serdy spoke in favor of the LED solar powered stop signs in rural/remote areas.

Item Action: Approved Consent Agenda Item AH

Motion Made By: Supervisor Serdy

Seconded By: Supervisor Goodman

To approve Consent Agenda Item AH.

Motion Passed

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

- * AI. Discussion/approval/disapproval of a Temporary Construction Easement and Agreement with Commercial Metals Company for the Meridian/SR24 Improvement Project and approval of a payment of \$1,000 in advance of construction for the full term of this Agreement. Supervisor District #2. (RD20-112) (Celeste Garza/Andrew Smith)
- * AJ. Discussion/approval/disapproval of Resolution No. 060921-RD20-113 accepting seven separate easements granting a perpetual right and easement for the purpose of constructing and maintaining a public highway known as Mitchell Trail, located within Section 2, Township 4 South, Range 8 East. Supervisor District #2. (RD20-113) (Celeste Garza/Andrew Smith)
- * AK. Discussion/approval/disapproval of Resolution No. 060921-RD20-114 accepting Subdivision Improvement Performance Bond No. SUR0067991 associated with San Tan Height Parcel B-3, Located in Section 2, Township 3 South, Range 7 East. Supervisor District #2. (RD20-114) (Claudia Ibarra/Andrew Smith)
- * AL. Discussion/approval/disapproval of Resolution No. 060921-RD20-115 accepting Subdivision Improvement Performance Bond No. SUR0067992 associated with San Tan Height Parcel B-4, Located in Section 2, Township 3 South, Range 7 East. Supervisor District #2. (RD20-115) (Claudia Ibarra/Andrew Smith)

- * AM. Discussion/approval/disapproval of Intergovernmental Agreement between Pinal County and the City of Casa Grande to define responsibilities and financial commitments for Maricopa Casa Grande Highway Intersection Improvements. Supervisor District #3. (GA20-054) (Christopher Wanamaker/Andrew Smith)
- * AN. Discussion/approval/disapproval of Lease with Marana Aerospace Solutions (MAS) d.b.a. Ascent Aviation Services. The 25 year lease with a 25 year extension option. Supervisor District #4. (GA20-051) (Jim Petty/Andrew Smith)
- * AO. Discussion/approval/disapproval of a Final Plat for San Tan Groves - Parcel B. Supervisor District #2. (FP17-041) (Mark Schexnayder/Lester Chow)
- * AP. Discussion/approval/disapproval of Resolution No. 060921-TO-CA-FAC the Pinal County Attorney's requests to apply for a grant from Tohono O'odham Nation to Pinal County, through the Pinal County Attorney's Office. (Kent Volkmer)
- * AQ. Discussion/approval/disapproval for Award Agreement No. ADOA-AZ911-22-013 between the Arizona Department of Administration and the Pinal County Sheriff's Office, through the Pinal County Board of Supervisors for the 9-1-1 Grant Program in the amount of \$560,446. The program is designed to assist Public Safety Answering Points to perform activities related to the implementation and operation of their respective emergency telecommunication system. The budget appropriation will be included in the 2021 – 2022 fiscal year budget. There is no impact on the General Fund. (Mark Lamb)
- * AR. Discussion/approval/disapproval of the Intergovernmental Agreement (IGA) between Pinal County Sheriff's Office (PCSO) Adult Detention Facility and the Town of Superior for the detention of adult inmates arrested, held, booked, and/or convicted. Amendment 4 B i, ii, iii, iv have a rate per day per inmate change, rate per booking change, and PCSO monthly interest change. Original IGA was approved on December 16, 2020. (Mark Lamb)
- * AS. Discussion/approval/disapproval of the Treasurer's removal and abatement of business personal property taxes on the attached 53 parcels pursuant to A.R.S. 42- 18351(4) and A.R.S. 42-18352(D). (Diane Power/Michael McCord)
- * AT. Discussion/approval/disapproval of the request by the Honorable Brett Eisele, Central Pinal Justice of the Peace, for the appointment of William O'Neil as a Justice of the Peace Pro Tempore. Said appointment is made by the Presiding Judge of the Superior Court. No additional budget funds are required as funds previously budgeted for the FY20/21 are sufficient. (Katrina Solis/Todd Zweig)
- * AU. Discussion/approval/disapproval of the request by the Honorable Stephen McCarville, Presiding Judge of the Superior Court, for the appointment of Mark Bennink as an Initial Appearance Special Master. Said appointment is made by the Presiding Judge of the Superior Court. No additional budget funds are required as funds previously budgeted for the FY20/21 are sufficient. (Katrina Solis/Todd Zweig)
- * AV. Discussion/approval/disapproval of Pinal County participating in the FY21 Family Counseling Program administered through Pinal County Juvenile Court Services as A.R.S. 8-265. The Family Counseling Program requires a county cash match in the amount of \$8,450, which represents the portion awarded through the State Legislative formula allocation plan. The Award of \$33,800 is to be received from the Arizona Supreme Court, Administrative Office of the Court. (Kelly Sue Bohl/Denise Smith)

Item AW Pulled from Consent Agenda

- * AW. Discussion/approval/disapproval of Resolution No. 060921-LE declaring a local emergency for the Telegraph Fire. (Kevin Costello/Kent Volkmer)

Vice-Chairman Goodman requested clarification to ensure that this declaration also addresses the preparedness of the county to ensure proper preventative measures are taken after the fire.

Kevin Costello, Deputy County Attorney, appeared before the Board and provided clarification of the resolution for emergency response, which is also inclusive of the recovery response.

Item Action: Approved Consent Agenda Item AW

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve Consent Agenda Item AW.

Motion Passed

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

- (6) Meeting of the Pinal County Public Health Services District Board of Directors. (Tascha Spears/Leo Lew)

Chairman Miller recessed the Pinal County Board of Supervisors Meeting and convened as the Pinal County Public Health Services District Board of Directors Meeting.

Item Action: Convened into Pinal County Public Health Services District Agenda

Chairman Miller adjourned the Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

- (7) Discussion/approval/disapproval of the Intergovernmental Agreement with Maricopa County for use of the Treasurer's Remittance and Online Collection System (TROCS) developed by Pinal County. (Pat Beckwith/Michael McCord)

Michael McCord, Treasurer, appeared before the Board and presented.

Item Action: Approved

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

To approve the Intergovernmental Agreement with Maricopa County for use of the Treasurer's Remittance and Online Collection System (TROCS) developed by Pinal County.

Motion Passed

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

- (8) Presentation and discussion/approval/disapproval of the Pinal County tentative budget for Fiscal Year 2021-2022, beginning July 1, 2021, ending June 30, 2022, in the amount of \$734,501,764 in accordance with A.R.S. 42-17103. This budget proposes reducing the primary property tax rate from \$3.7500 to \$3.6900. Approval of this budget also approves the creation of any newly requested positions, which have existing job classifications, that were included in the budget development process. The Public Hearing and final budget adoption are scheduled for July 7, 2021. (Angeline Woods/Leo Lew)

Angeline Woods, Office of Budget and Management Director, appeared before the Board, provided an amendment to the Item Description, and presented.

Item Action: Approved the Pinal County tentative budget for Fiscal Year 2021-2022, beginning July 1, 2021, ending June 30, 2022, in the amount of \$734,501,764 in accordance with A.R.S. 42-17103. This budget proposes reducing the primary property tax rate from \$3.7500 to \$3.6900. Approval of this budget also approves the creation of any newly requested positions, which have and are consistent with existing job classifications, that were included in the budget development process. The Public Hearing and final budget adoption are scheduled for July 7, 2021.

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

To approve the Pinal County tentative budget for Fiscal Year 2021-2022, beginning July 1, 2021, ending June 30, 2022, in the amount of \$734,501,764 in accordance with A.R.S. 42-17103. This budget proposes reducing the primary property tax rate from \$3.7500 to \$3.6900. Approval of this budget also approves the creation of any newly requested positions, which have and are consistent with existing job classifications, that were included in the budget development process. The Public Hearing and final budget adoption are scheduled for July 7, 2021.

Motion Passed

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

11:06 a.m. –Chairman Miller adjourned the June 9, 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: June 23, 2021



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY BOARD OF SUPERVISORS
SPECIAL SESSION
MINUTES
Wednesday, June 16, 2021
9:31 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 9:31 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

Member Present Telephonically: Vice-Chairman Mike Goodman

Staff Present: Interim Deputy County Manager, Mary Ellen Sheppard; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy; and Deputy Clerk of the Board, Kelsey Pickard

- (1) **Work Session:** Discussion of establishing a recruitment strategy to fill the vacant Elections Director position. (Mary Ellen Sheppard)

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

Discussion held regarding the recruitment strategy.

Chris Keller, Chief Civil Deputy County Attorney, advised the State requires a 40 hour certification course for Elections Officers, with a re-certification requirement every 2 years.

Randy Tracy, Human Resources Division Manager, appeared before the Board and presented regarding the Selection Process.

Discussion held regarding the Selection Process; timeline and approach.

Item Action: Information Only

- (2) Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice and discussion of pending litigation concerning Pinal County's involvement in Opioid litigation. (Chris Keller/Kent Volkmer)

Item Action: Convened into Executive Session

Motion Made By: Supervisor McClure

Seconded By: Supervisor Cavanaugh

To Convene into Executive Session for Item 2.

Motion Passed

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

10:53 a.m. – Vice-Chairman Goodman and Supervisor Cavanaugh left the meeting immediately following Executive Session.

Item Action: Adjourned Executive Session

Motion Made By: Supervisor McClure

Seconded By: Supervisor Serdy

To Adjourn Executive Session for Item 2.

Motion Passed

Ayes: McClure, Miller, Serdy (3)

Absent: Cavanaugh, Goodman (2)

10:54 a.m. – Chairman Miller adjourned the June 16, 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: June 23, 2021



AGENDA ITEM

June 23, 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
5/10/2021 1:25 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Check Register](#)

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 6/10/2021 through 6/10/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00024265	Check	\$717.44	Open	06/10/2021	ADECCO EMPLOYMENT SERVICES
00024266	Check	\$280.00	Open	06/10/2021	AZ BEST CHOICE PEST & TERMITE
00024267	Check	\$108.42	Open	06/10/2021	CENTRAL AZ SUPPLY
00024268	Check	\$1,475.38	Open	06/10/2021	CITY OF CASA GRANDE
00024269	Check	\$727.48	Open	06/10/2021	CITY OF ELOY
00024270	Check	\$20,561.19	Open	06/10/2021	PINAL CO TREASURER
00024271	Check	\$400.00	Open	06/10/2021	RIGHT AWAY DISPOSAL
00024272	Check	\$459.90	Open	06/10/2021	SMCFD

Total # of checks listed: 8

Total amount of all checks: \$24,729.81

Total Open: 8

Total Cleared: 0

Total Reconciled: 0

Total Void: 0

Housing Authority of Pinal County

Check Register

COUNTY PROJECTS

COUNTY PROJECTS

Bank Account: 9 01 1111.12 0 - PINAL COUNTY PROPERTIES

All Check Numbers

Check Dates from 6/10/2021 through 6/10/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00010746	Check	\$219.40	Open	06/10/2021	CITY OF CASA GRANDE

Total # of checks listed: 1

Total amount of all checks: \$219.40

Total Open: 1

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 6/10/2021 through 6/10/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00080823	Check	\$2,746.98	Open	06/10/2021	PINAL CO TREASURER

Total # of checks listed: 1

Total amount of all checks: \$2,746.98

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 6/10/2021 through 6/10/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00003447	Check	\$9.97	Open	06/10/2021	ARIZONA PUBLIC SERVICE
00003448	Check	\$2,401.15	Open	06/10/2021	CITY OF ELOY
Total # of checks listed: 2			Total amount of all checks: \$2,411.12		
Total Open: 2					
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 6/10/2021 through 6/10/2021

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00054971	Check	\$13,615.29	Open	06/10/2021	PINAL CO TREASURER

Total # of checks listed: 1

Total amount of all checks: \$13,615.29

Total Open: 1

Total Cleared: 0

Total Reconciled: 0

Total Void: 0



AGENDA ITEM

June 23, 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 Chairman Miller's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the CORPS Local Detention Officer Retirement Board. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2025. (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
6/18/2021 10:15 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Certificate of Appointment- CORPS Detention](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

ROBERT HUDDLESTON

Is hereby Appointed to the
Corrections Officer Retirement Plan- CORPS Local Detention Officers Retirement Board
Term: June 23, 2021 through June 22, 2025

This appointment has been made in accordance with the provisions of A.R.S. §38-893 Arizona Revised Statutes.

Approved this 23rd day of June, 2021 by the Pinal County Board of Supervisors.

This appointment recommended by Chairman Stephen Q. Miller.



Stephen Q. Miller, Chairman
District 3, Supervisor



AGENDA ITEM

June 23, 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 Chairman Miller's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the CORPS Local Dispatcher Retirement Board. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2025. (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
6/18/2021 10:16 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Certificate of Appointment- CORPS Dispatcher](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

ROBERT HUDDLESTON

Is hereby Appointed to the
Corrections Officer Retirement System- CORPS Local Dispatcher Retirement Board
Term: June 23, 2021 through June 22, 2025

This appointment has been made in accordance with the provisions of A.R.S. §38-893 Arizona Revised Statutes.

Approved this 23rd day of June, 2021 by the Pinal County Board of Supervisors.

This appointment recommended by Chairman Stephen Q. Miller.



Stephen Q. Miller, Chairman
District 3, Supervisor



AGENDA ITEM

June 23, 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 Chairman Miller's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the Public Safety Retirement Board. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2025. (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
6/18/2021 10:16 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Certificate of Appointment- Public Safety Retirement](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

ROBERT HUDDLESTON

Is hereby Appointed to the
Public Safety Retirement Board
Term: June 23, 2021 through June 22, 2025

This appointment has been made in accordance with the provisions of A.R.S. §38-847 Arizona Revised Statutes.

Approved this 23rd day of June, 2021 by the Pinal County Board of Supervisors.

This appointment recommended by Chairman Stephen Q. Miller.



Stephen Q. Miller, Chairman
District 3, Supervisor



AGENDA ITEM

June 23, 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 Miller's appointment of Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the Law Enforcement Merit Council. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 2026. Supervisor District #3. (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
6/18/2021 10:17 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Certificate of Appointment- Law Enforcement Merit](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

ROBERT HUDDLESTON

Is hereby Appointed to the
Law Enforcement Merit Council
District 3

Term: June 23, 2021 through June 22, 2026

This appointment has been made in accordance with the provisions of Resolution No. 073113-LEMC.

Approved this 23rd day of June, 2021 by the Pinal County Board of Supervisors.

This appointment recommended by Supervisor Stephen Q. Miller.



Stephen Q. Miller
District 3, Supervisor



AGENDA ITEM

June 23, 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 Robert Huddleston, 427 E. Atlantic Dr., Casa Grande, AZ, 85122 to the Merit System Commission. Mr. Huddleston's Term of Service will be June 23, 2021, through June 22, 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
6/18/2021 10:16 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Certificate of Appointment- Merit System Commission](#)

PINAL COUNTY BOARD OF SUPERVISORS

CERTIFICATE OF APPOINTMENT

TO

ROBERT HUDDLESTON

Is hereby Appointed to the
Merit System Commission
District 2

Term: June 23, 2021 through June 22, 2025

This appointment has been made in accordance with the provisions of A.R.S. §11-353 Arizona Revised Statutes.

Approved this 23rd day of June, 2021 by the Pinal County Board of Supervisors.

This appointment recommended by Supervisor Mike Goodman.



Mike Goodman
District 2, Supervisor



AGENDA ITEM

June 23, 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: Denise M. Ryan-McKee, Kathleen M. Schmad, Sally B. Velasquez, Griselda B. Gonzalez, Antonette Glass, Gamoba Enrique Carrillo, Ronald Lynn Johnson, Sua Lance, Terry Lee Pollock, and Richard Bignell 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		
Time	Who	Approval

ATTACHMENTS:

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No Attachments Available



AGENDA ITEM

June 23, 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 Resolution No. 062321-CFO in accordance with A.R.S. 41-1279.07(E) which requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body has designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. Action on this item will designate Lori Pruitt to officially submit the current year's annual expenditure limitation report (AELR) on the Board's behalf. (Lori Pruitt/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:

Approve as Presented

History	Who	Approval
Time		
5/26/2021 2:43 PM	County Attorney	Yes
5/26/2021 2:48 PM	Budget Office	Yes
5/26/2021 3:15 PM	County Manager	Yes
6/16/2021 12:41 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [CFO Designation Form](#)

RESOLUTION NO. 062321-CFO

A RESOLUTION OF THE PINAL COUNTY, ARIZONA BOARD OF SUPERVISORS, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Pinal County Board of Supervisors desires to designate Lori Pruitt, as the County's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE PINAL COUNTY, ARIZONA BOARD OF SUPERVISORS as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Lori Pruitt, is hereby designated as the County's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2022 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the Pinal County, Arizona Board of Supervisors, this 23rd day of June, 2021.

Attested to:

Stephen Q. Miller, Chairman

Natasha Kennedy, Clerk of the Board

Approved as to form:

Chris Keller, County Attorney



AGENDA ITEM

June 23, 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 Pension Funding Policy for the Pinal County Public Safety Retirement Plan as required by A.R.S. 38-863.01 which requires the Board of Supervisors to adopt annually beginning on or before July 1, 2021. (Lori Pruitt/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:

Approve as Presented

History		
Time	Who	Approval
6/3/2021 1:49 PM	County Attorney	Yes
6/15/2021 11:48 AM	Budget Office	Yes
6/16/2021 11:27 AM	County Manager	Yes
6/16/2021 1:49 PM	Clerk of the Board	Yes

ATTACHMENTS:

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- ☐ [Public Safety Personnel Retirement System \(PSPRS\) Pension Funding Policy](#)
- ☐ [6.18.2021 Public Safety Personnel Retirement System \(PSPRS\) Pension Funding Policy](#)

PINAL COUNTY POLICY AND PROCEDURE

Subject: Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy

Date: July 1, 2021

Pages: 1 of 2

Replaces Policy Dated: July 1, 2020

Purpose: To disclose the County's funding ratio and establish a pension funding policy, in accordance with A.R.S. § 38-863 and A.R.S. § 38-863.01. The funding policy will identify the County Board of Supervisors' funding objectives and strategies for maintaining stability of the County's Annual Required Contribution (ARC) and addressing the County's Unfunded Actuarial Accrued Liability (UAAL).

Policy: The County shall comply with state law by disclosing the funding ratio for each group under the system and annually adopting a pension funding policy that meets the criteria set forth in A.R.S. § 38-863.01.

Procedure:

1. The Board of Supervisors formally accepts the assets, liabilities, and current funded ratio of the County's PSPRS trust funds as reported by PSPRS from the individual plan's June 30, 2020 actuarial valuation and estimates based on excess contributions made during fiscal year 2020-2021:

Trust Fund			Unfunded Actuarial Accrued Liability		Funded Ratio
	Assets	Accrued Liability	Liability		
Sheriff's Department	\$ 133,148,536	\$ 132,010,691	\$ (1,137,845)		100.86%
Corrections	\$ 49,583,331	\$ 45,293,707	\$ (4,289,624)		109.47%
Dispatchers	\$ 3,511,873	\$ 3,248,523	\$ (263,350)		108.11%
Total Amount	\$ 186,243,740	\$ 180,552,921	\$ (5,690,819)		

The Board of Supervisors PSPRS goal is to maintain a funded ratio goal of 100% (fully funded). The plan to achieve this goal requires full ARC payments, which are the normal cost and UAAL amortization, from operating funds over the entire amortization of 20 years. The estimated ARC for FY 2021/2022 is \$8,944,759, based on June 30, 2020 actuarial reports.

2. The Board of Supervisors recognizes that employing strategies to reduce the County's UAAL earlier in the amortization period will reduce overall costs to the County for this liability, and be a long-term financial benefit to the taxpayers. The Board of Supervisors may use the following strategies to accomplish reduction of the UAAL:

- a. Include the County's budget full pension payments for vacant positions and employees in the Deferred Retirement Option Plan (DROP).
- b. Pay into the system the higher of the budgeted amount of ARC or actual required employer contribution.
- c. Consider pre-payment of the budgeted employer contributions early in the fiscal year.
- d. During the annual budget development process, the Board of Supervisors may identify any available savings from the current fiscal year, and if possible and appropriate, make an additional payment to PSPRS toward the UAAL balance prior the end of the year.

Definitions:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future costs of pensions earned by employees.

Annual Required Contributions (ARC) – Is the annual minimum amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension costs, which are the estimated cost of pension benefits earned by employees in the current year; and amortization of the UAAL, which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability.

PINAL COUNTY POLICY AND PROCEDURE

Subject: Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy

Date: July 1, 2021

Pages: 1 of 2

Replaces Policy Dated: July 1, 2020

Purpose: To disclose the County's funding ratio and establish a pension funding policy, in accordance with A.R.S. § 38-863 and A.R.S. § 38-863.01. The funding policy will identify the County Board of Supervisors' funding objectives and strategies for maintaining stability of the County's Annual Required Contribution (ARC) and addressing the County's Unfunded Actuarial Accrued Liability (UAAL).

Policy: The County shall comply with state law by disclosing the funding ratio for each group under the system and annually adopting a pension funding policy that meets the criteria set forth in A.R.S. § 38-863.01.

Procedure:

1. The Board of Supervisors formally accepts the assets, liabilities, and current funded ratio of the County's PSPRS trust funds as reported by PSPRS from the individual plan's June 30, 2020 actuarial valuation and estimates based on excess contributions made during fiscal year 2020-2021:

Trust Fund	Assets	Accrued Liability	Unfunded		Funded Ratio
			Liability	Actuarial Accrued	
Sheriff's Department	\$ 133,148,536	\$ 132,010,691	\$ (1,137,845)		100.86%
Corrections	\$ 51,441,851	\$ 49,162,824	\$ (2,279,027)		104.64%
Dispatchers	\$ 3,655,058	\$ 3,488,132	\$ (166,926)		104.79%
Total Amount	\$ 188,245,445	\$ 184,661,647	\$ (3,583,798)		

The Board of Supervisors PSPRS goal is to maintain a funded ratio goal of at least 90%. If the funding ratio falls below 90%, the board will implement strategies including but limited to those listed in section 2a - d in the next fiscal year.

2. The Board of Supervisors recognizes that employing strategies to reduce the County's UAAL earlier in the amortization period will reduce overall costs to the County for this liability, and be a long-term financial benefit to the taxpayers. The Board of Supervisors may use the following strategies to accomplish reduction of the UAAL:

- a. Include the County's budget full pension payments for vacant positions and employees in the Deferred Retirement Option Plan (DROP).
- b. Pay into the system the higher of the budgeted amount of ARC or actual required employer contribution.
- c. Consider pre-payment of the budgeted employer contributions early in the fiscal year.
- d. During the annual budget development process, the Board of Supervisors may identify any available savings from the current fiscal year, and if possible and appropriate, make an additional payment to PSPRS toward the UAAL balance prior the end of the year.

Definitions:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future costs of pensions earned by employees.

Annual Required Contributions (ARC) – Is the annual minimum amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension costs, which are the estimated cost of pension benefits earned by employees in the current year; and amortization of the UAAL, which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability.



AGENDA ITEM

June 23, 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 Intergovernmental Agreement between the Santa Cruz Valley Union High School District #840 and Pinal County Elections Department for the preparation and conduct of the election to be held on November 2, 2021. (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	Who	Approval
Time		
6/11/2021 9:49 AM	County Attorney	Yes
6/15/2021 11:44 AM	Budget Office	Yes
6/16/2021 11:56 AM	County Manager	Yes
6/16/2021 1:50 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [IGA Santa Cruz Valley UHS 11-2-2021](#)

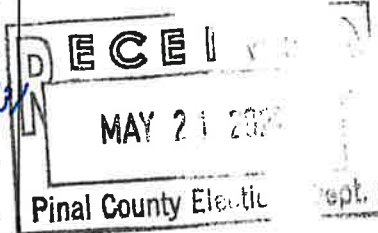
To be completed by School District:

Contact name Debi Tabeling

Title Business Manager

Address 900 N. Main St. Eloy AZ 85120
DTabeling@scvuhs.org

Phone Number 520 466-2239



Completed Agreement filed and returned to:
Pinal County Elections Dept.
P. O. Box 2209
Coolidge, AZ 85128

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF
SERVICES BY THE PINAL COUNTY RECORDER
AND ELECTIONS DEPARTMENT**

THIS AGREEMENT is entered into this 18th day of May, 2021,
between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "County",
and Santa Cruz Valley Union High School District #840, hereinafter referred to as "District".

WHEREAS, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and,

WHEREAS, District may hold Special/Regular elections for bond issues, recalls, overrides, etc pursuant to A.R.S. Sections 15-481, 15-491, 19-201 et seq., and,

WHEREAS, County is authorized, pursuant to A.R.S. Sections 11-251(3), 16-172, and 16-511, et seq., to perform services concerning elections, and,

WHEREAS, County and District have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder's Office is in the public interest, and the County agrees to provide such services.

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

1. The purpose of this Agreement is to secure the services of the County for the preparation and conduct of M&O Override election (s) to be held on 11/2/21.

Name of election
Date of election

2. The Services provided by the County Elections Department are:

- a. Prepare ballot formats for the District to be approved by the Jurisdiction.
- b. Provide the sample ballots with the District measures' positions according to precincts within the boundaries of the District.
- c. Provide sample ballots, if required, for public distribution and issue them through the District.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the District Candidates and/or Measures.
- e. Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.
- f. Prepare and issue certificates of election to candidates declared to be elected.
- g. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between District and County.
- h. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election(s).

3. The Services provided by the County Recorder are:

- a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the District limits. Said registers shall be prepared from the voter registration records of the County Recorder.
- b. Early Voting – Indicate only one below:

☒

District authorizes County Recorder to handle all Early Voting Functions.

☐

District will be handling Early Voting functions. The County Recorder will provide the following:

- ◆ A list of qualified electors who are eligible to vote early: such lists are to be used solely by the District for Early Voting, or such other election related purposes as may be specifically authorized by law.
- ◆ A list of permanent early voters within the District that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

4. Obligation of District. The District or Designee thereof agrees to the following, however in the case of school districts, for items c-i below the Designee shall be the County School Superintendent unless otherwise noted:

- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
- b. Provide a certified list of measures and the order of appearance of the measures to the Elections Department ninety (90) days prior to the election.
- c. Provide nominating petitions and other necessary information to prospective candidates for council positions.
- d. Accept candidates' nomination documents for filing.
- e. Accept candidates' financial disclosure statements.
- f. Accept all campaign finance statements and expenditure reports from candidates and/or candidates' campaign committees.
- g. Provide the County Elections Office with the names of any Write-in candidates as prescribed by law.
- h. Publish all legal notices in connection with district election with the exception of the logic and accuracy test notification as described in Section 2(e) of this agreement.
- i. Provide and distribute publicity pamphlets, if required, for public distribution through the District.
- j. If the District chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. Section 16-550(A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.
- k. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. District will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
- l. If the District chooses to conduct their own early voting, a list of all "Inactive Status" electors who voted in the election pursuant to A.R.S. Section 16-583 shall be provided to the County Recorder.
- m. Agree to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to

qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of identification forms from conditional provisional ballot holders by District Clerk's office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. This can be done by fax or hand-carried.

5. **Manner of Financing and Budgeting.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.
6. **Disposition of Property.** The Parties do not anticipate joint acquisition of property during the term of this agreement.
7. **Termination.** This Agreement shall terminate upon all matters connected with the election being resolved, legal challenges excepted or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, District shall be solely responsible for defending, legally or otherwise, said election.
8. **Indemnification of County.** To the extent allowed by law, the County agrees to indemnify and hold harmless the District from all injuries to persons or property caused by the acts or omissions of the County arising out of the County's activities under this Agreement. To the extent allowed by law, the District agrees to indemnify and hold harmless the County from all injuries to persons or property caused by the acts or omissions of the District arising out of the District's activities under this Agreement.
9. **Conflict of Interest.** The parties have been advised of and are aware that the Pinal County Attorney's Office represents both Pinal County and also the District and 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 dual representation.

10. Effective Date and Term of Agreement. This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in 6 above.

11. 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.

12. Severability. If any provisions of this Agreement or application thereof to the County, District, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end the provisions of the Agreement are declared to be severable.

13. E-Verify/Immigration. The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41- 4401 and 23-214, and all other federal and state immigration laws and regulations.

14. Cancellation. This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.

15. Governing Law. This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.

16. Entire Agreement. This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.

17. Notices. All notices *required* by this Agreement, such as notice of termination, shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received.

County: Pinal

Name, Title: Pinal County Election Dept.

Address: P. O. Box 2209, Coolidge, AZ 85128

District: Santa Cruz Valley Union
High School

Name, Title: Debi Tabeling, Business
Manager

Address: 900 W. Main St.,
Eloy, AZ 85131

Notwithstanding the above, any routine communications between the parties that do not affect the rights of obligations of the parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.

18. Waiver. A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

DISTRICT

Santa Cruz Valley Union High School District #840

Printed School District Name

BY: Elizabeth Flores
Name/Title

ATTEST:

BY: Anna Bell Saucedo
District Clerk

Approved as to form:

And within the powers and authority granted under the laws of this State to the District

BY: James W. Fry
Attorney for School District

PINAL COUNTY

BY: See attached
Michele Forney
Pinal County Elections Director

PINAL COUNTY BOARD OF SUPERVISORS

BY: _____
Chairman

ATTEST:

BY: _____
Clerk, Board of Supervisors

Approved as to form:

BY: David S. [Signature]
Deputy County Attorney

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

DISTRICT

Printed School District Name

BY: _____
Name/Title

ATTEST:

BY: _____
District Clerk

Approved as to form:

And within the powers and authority granted under the laws of this State to the District

BY: _____
Attorney for School District

PINAL COUNTY

BY:  _____
Stephanie Cooper
Pinal County
Interim Elections Director

PINAL COUNTY BOARD OF SUPERVISORS

BY: _____
Chairman

ATTEST:

BY: _____
Clerk, Board of Supervisors

Approved as to form:

BY:  _____
Deputy County Attorney



AGENDA ITEM

June 23, 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 Intergovernmental Agreement between the Maricopa Unified School District #20 and Pinal County Elections Department for the preparation and conduct of the election to be held on November 2, 2021. (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:

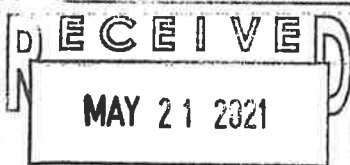
Approve as presented.

History	Who	Approval
Time		
6/11/2021 10:46 AM	County Attorney	Yes
6/15/2021 11:43 AM	Budget Office	Yes
6/16/2021 11:58 AM	County Manager	Yes
6/16/2021 1:50 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [IGA Maricopa Unified School District #20](#)



To be completed by District
Contact Jacob Harmon
Title Director of Business Services
Address 44150 Maricopa Casa Grande Hwy Maricopa, Arizona
Phone 520-568-5100
Email jharmon@musd20.org

Completed Agreement filed and
returned to:
Pinal County Elections Dept.

P. O. Box 2209
Coolidge, AZ 85128

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF
SERVICES BY THE PINAL COUNTY RECORDER
AND ELECTIONS DEPARTMENT**

THIS AGREEMENT is entered into this 12th day of May, 202021

between Pinal County, a political subdivision of the State of Arizona; hereinafter referred to as "County",
and Maricopa Unified School District #20, hereinafter referred to as "District".

WHEREAS, A.R.S. Section 11-952 allows public agencies to contract for services and enter into
agreements; and,

WHEREAS, District may hold Special/Regular elections for bond issues, recalls, overrides, etc
pursuant to A.R.S. Sections 15-481, 15-491, 19-201 et seq., and,

WHEREAS, County is authorized, pursuant to A.R.S. Sections 11-251(3), 16-172, and 16-511, et
seq., to perform services concerning elections, and,

WHEREAS, County and District have determined that the use of certain services of the Pinal
County Elections Department and the Pinal County Recorder's Office is in the public interest, and the
County agrees to provide such services.

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

1. The purpose of this Agreement is to secure the services of the County for the preparation and
conduct of General election (s) to be held on November 2, 2021
Name of election Date of election

2. The Services provided by the County Elections Department are:

- a. Prepare ballot formats for the District to be approved by the Jurisdiction.
- b. Provide the sample ballots with the District measures' positions according to precincts within the boundaries of the District.
- c. Provide sample ballots, if required, for public distribution and issue them through the District.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the District Candidates and/or Measures.
- e. Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.
- f. Prepare and issue certificates of election to candidates declared to be elected.
- g. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between District and County.
- h. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election(s).

3. The Services provided by the County Recorder are:

- a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the District limits. Said registers shall be prepared from the voter registration records of the County Recorder.
- b. **Early Voting – Indicate only one below:**

☒

District authorizes County Recorder to handle all Early Voting Functions.

☐

District will be handling Early Voting functions. The County Recorder will provide the following:

- ◆ A list of qualified electors who are eligible to vote early: such lists are to be used solely by the District for Early Voting, or such other election related purposes as may be specifically authorized by law.
- ◆ A list of permanent early voters within the District that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

4. Obligation of District. The District or Designee thereof agrees to the following, however in the case of school districts, for items c-i below the Designee shall be the County School Superintendent unless otherwise noted:

- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
- b. Provide a certified list of measures and the order of appearance of the measures to the Elections Department ninety (90) days prior to the election.
- c. Provide nominating petitions and other necessary information to prospective candidates for council positions.
- d. Accept candidates' nomination documents for filing.
- e. Accept candidates' financial disclosure statements.
- f. Accept all campaign finance statements and expenditure reports from candidates and/or candidates' campaign committees.
- g. Provide the County Elections Office with the names of any Write-in candidates as prescribed by law.
- h. Publish all legal notices in connection with district election with the exception of the logic and accuracy test notification as described in Section 2(e) of this agreement.
- i. Provide and distribute publicity pamphlets, if required, for public distribution through the District.
- j. If the District chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. Section 16-550(A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.
- k. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. District will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
- l. If the District chooses to conduct their own early voting, a list of all "Inactive Status" electors who voted in the election pursuant to A.R.S. Section 16-583 shall be provided to the County Recorder.
- m. Agree to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to

qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of identification forms from conditional provisional ballot holders by District Clerk's office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. This can be done by fax or hand-carried.

5. **Manner of Financing and Budgeting.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.
6. **Disposition of Property.** The Parties do not anticipate joint acquisition of property during the term of this agreement.
7. **Termination.** This Agreement shall terminate upon all matters connected with the election being resolved, legal challenges excepted or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, District shall be solely responsible for defending, legally or otherwise, said election.
8. **Indemnification of County.** To the extent allowed by law, the County agrees to indemnify and hold harmless the District from all injuries to persons or property caused by the acts or omissions of the County arising out of the County's activities under this Agreement. To the extent allowed by law, the District agrees to indemnify and hold harmless the County from all injuries to persons or property caused by the acts or omissions of the District arising out of the District's activities under this Agreement.
9. **Conflict of Interest.** The parties have been advised of and are aware that the Pinal County Attorney's Office represents both Pinal County and also the District and 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 dual representation.

- 10. Effective Date and Term of Agreement.** This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in 6 above.
- 11. 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.
- 12. Severability.** If any provisions of this Agreement or application thereof to the County, District, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end the provisions of the Agreement are declared to be severable.
- 13. E-Verify/Immigration.** The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41- 4401 and 23-214, and all other federal and state immigration laws and regulations.
- 14. Cancellation.** This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.
- 15. Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.
- 16. Entire Agreement.** This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.

17. Notices: All notices *required* by this Agreement, such as notice of termination, shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received.

County: Pinal

Name/Title: Pinal County Election Dept.

Address: P. O. Box 2209, Coolidge, AZ 85128

District: Maricopa Unified School District 20

Name/Title: Jacob Harmon, Director of Business Services

Address: 44150 W. Maricopa-Casa Grande Hwy.
Maricopa, AZ 85138

Notwithstanding the above, any routine communications between the parties that do not affect the rights or obligations of the parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.


18. Waiver. A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

DISTRICT

Maricopa Unified
School District

Printed School District Name


BY:  Board President
Name/Title

ATTEST:


BY:  District Clerk

Approved as to form:

And within the powers and authority granted under the laws of this State to the District

BY:  Attorney for School District

PINAL COUNTY

BY: 
Stephanie Cooper
Pinal County
Interim Elections Director

**PINAL COUNTY BOARD OF
SUPERVISORS**

BY: _____
Chairman

ATTEST:

BY: _____
Clerk, Board of Supervisors

Approved as to form:

BY: 
Deputy County Attorney



AGENDA ITEM

June 23, 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;

Democratic Party:

- Appointment: Pct. #87, Nelson A. Tremblay, 30572 N. Honeysuckle Drive, San Tan Valley, 85143. Supervisor District #2.
- Resignation: Pct. #28, Mallory R. Kvek, 1673 E. Angeline Avenue, San Tan Valley, 85140. Supervisor District #2.

Republican Party:

- Appointments: Pct. #56, Michael Harshman, 5579 N. Delaware Drive, Apache Junction, 85120; Pct. #56, Sandra Harshman, 5579 N. Delaware Drive, Apache Junction, 85120; Pct. #44, Glenda D. Serdy, 1425 S. Coconino Drive, Apache Junction, 85120. Supervisor District #5.
- Resignation: Pct. #40, Anna Lee Rhoades, 2208 W. Baseline Road #158, Apache Junction, 85120. Supervisor District #5. (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.

Time	Who	Approval
6/11/2021 9:51 AM	County Attorney	Yes
6/15/2021 11:46 AM	Budget Office	Yes
6/16/2021 11:28 AM	County Manager	Yes
6/16/2021 1:50 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Precinct Committee Person Appointments & Resignations 6-23-2021](#)



Precinct Committee Persons Appointments & Resignations

BOS meeting of 6-23-2021

Democratic Appointments

Precinct #	First Name	Last Name	Address	City	Zip Code
Supervisor #2					
87	Nelson A.	Tremblay	30572 N. Honeysuckle Drive	San Tan Valley	85143

Democratic Resignations

Precinct #	First Name	Last Name	Address	City	Zip Code
Supervisor #2					
28	Mallory R.	Kvek	1673 E. Angeline Avenue	San Tan Valley	85140

Republican Appointments

Precinct #	First Name	Last Name	Address	City	Zip Code
Supervisor #5					
56	Michael	Harshman	5579 N. Delaware Drive	Apache Junction	85120
56	Sandra	Harshman	5579 N. Delaware Drive	Apache Junction	85120
44	Glenda D.	Serdy	1425 S. Coconino Drive	Apache Junction	85120

Republican Resignations

Precinct #	First Name	Last Name	Address	City	Zip Code
Supervisor #5					
40	Anna Lee	Rhoades	2208 W. Baseline Road #158	Apache Junction	85120



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-AAI authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Against Abuse, Inc. (Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/7/2021 1:02 PM	County Attorney	Yes
6/10/2021 10:41 AM	Budget Office	Yes
6/10/2021 10:50 AM	County Manager	Yes
6/11/2021 11:31 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-AKCHIN-AAI

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AK-CHIN INDIAN COMMUNITY SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Ak-Chin Indian Community wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Ak-Chin Indian Community requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Ak-Chin Indian Community Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Ak-Chin Indian Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Ak-Chin Indian Community Shared Revenue Program funds and
2. Certifies that the application from the **Against Abuse, Inc.** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Ak-Chin Indian Community; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest

Clerk of the Board:

Date



REQUEST FOR AUTHORIZATION TO APPLY TO A TRIBAL GAMING GRANT

NONPROFIT AGENCY INFORMATION	
Agency Name: Against Abuse, Inc.	
Agency Phone: 520.836.1239 or cell for Maria-Elena Ochoa, Deputy Director: 480.734.7496	
Agency Email: maria-elenaocioha@against-abuse.org	
Agency Address: 119 N. Florence Street, Casa Grande AZ 85122-4418	
PROPOSAL INFORMATION	
Amount of Funding to be Requested: \$24,542.70	
Name of the Tribe your Agency will apply to: Ak-Chin Indian Nation	
Date the Proposal is Due to the Tribe: July 10, 2021	
Brief summary of your proposed activity:	
Against Abuse, Inc. is requesting funds to purchase: 1) Air cleaners that will mitigate the spreading and contraction of airborne pathogens such as COVID-19, and 2) Security Camera System to identify potentially dangerous perpetrators of victims served while on grounds.	
Brief Summary of how your proposed activity will benefit Pinal County residents:	
Pinal County residents will benefit from victims being served in a healthier environment, which will benefit the general community as they engage in the community. Pinal County residents will benefit from a safer environment through the use of security cameras to identify/observe unsafe individuals on the premises.	
ATTACHMENT CHECKLIST	
<i>Please attach the following documents to this form:</i>	
<ul style="list-style-type: none"> IRS 501(C)3 DESIGNATION LETTER COPY OF THE COMPLETED GRANT APPLICATION THAT YOUR AGENCY INTENDS TO SUBMIT TO THE TRIBE 	
AGENCY SIGNATURE	
Agency Director Name: Pat Griffen	
Agency Director Title: Executive Director	
Signature of Authorized Agency Director: 	Date: <div style="text-align: center; margin-top: 10px;">6-2-21</div>

Disclaimer:

Pinal County, a political subdivision of the State of Arizona, has processed the attached grant application as a courtesy to the grant applicant in order to comply with the requirements of the Native American Tribe or Nation considering the attached grant application. There is no legal relationship between Pinal County and the grant applicant. Pinal County hereby notifies the Native American Tribe or Nation and grant applicant that Pinal County disclaims any liability or responsibility for the representations, accuracy, completeness or substance of the attached grant application. By forwarding the attached grant application Pinal County notifies the Native American Tribe or Nation and grant applicant that Pinal County disclaims any liability or responsibility for grantee use, misuse, improper expenditures or failure to make reports or account for grant proceeds, etc related to any grant funds awarded to the grant applicant by the Native American Tribe or Nation making the grant.

Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant:	Applicant is a: <input type="checkbox"/> City/Town/County (circle)
Against Abuse, Inc. via Pinal County	<input checked="" type="checkbox"/> Other: Non-profit via Pinal County
Mayor/Supervisor/Chairman/President: Robert Miguel, Chairman	
Contact Person and Title: Maria-Elena Ochoa, Deputy Director	
Applicant Address (administrative office): 119 N. Florence Street	
City: Casa Grande, AZ	Zip Code: 85122
Applicant Mailing Address (if different):	
City: Casa Grande	Zip Code: 85130
Phone Number: 520.836.1239	Fax Number: 520.836.7757
E-mail Address: maria-elenaocioha@against-abuse.org	
Fiscal Agent for any Applicant that is not a City, Town, or County (<i>Special Taxing Districts/Fire Districts must have a Fiscal Agent</i>)	
Contact Person: Heather Patel, Grants Administrator	
City/Town/County Mailing Address: PO Box 1348	
City: Florence, AZ	Zip Code: 85132
Phone Number: 520.866.6422	Fax Number:
E-mail Address: heather.patel@pinal.gov	

Program or Project Name: Safe Environments
Purpose (Check all that apply) <input type="checkbox"/> education <input checked="" type="checkbox"/> public safety <input checked="" type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development
Purpose of Grant (brief statement):
To provide victims of domestic and/or sexual violence safer environments by: Purchasing air cleaners that will mitigate the spread of COVID-19 and Purchasing a security camera system to observe dangerous individuals on site.
Beginning and Ending Date of Program or Project: January 2022 – December 31, 2022
Amount Requested: \$24,542.70 Total Cost: \$24,542.70
Geographic Area Served: Pinal County

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature: _____
For the Applicant: Pat Griffen Date: 6-2-21

Typed/Printed Name and Title: Pat Griffen, Executive Director

For the Fiscal Agent: _____ Date: _____
(If applicable)
Typed/Printed Name and Title: _____

Against Abuse, Inc.
Ak-Chin Indian Community
2021 Prop 202 – 12% Contribution Grant Application Narrative

Against Abuse, Inc. (AAI) is Proposing Two Purposes for this Grant

Air Cleaners

One purpose of this application is to request air cleaners for 17 air conditioning units to mitigate the spread of COVID-19, its variants, and other airborne pathogens, at all of AAI's service sites.

According to the Pinal County Public Health Department, COVID is very much still prevalent in Pinal County. The total number of COVID-19 cases are 52,839, with total deaths at 890. Although according to the ADHS Epi Curve, new cases are slowing but still significant (51 cases on 05/25/21) and on 06/01/21, out of 599,052 tests conducted, 10.3% tested positive. The hospitalization ratio is at almost 8%. [Pinal County Online - Pinal County \(pinalcountyaz.gov\)](https://pinalcountyaz.gov/). According to the Arizona Department of Health Services, as of 06/01/21, only 32% of the Pinal County population is vaccinated [ADHS - Home \(azdhs.gov\)](https://azdhs.gov/).

Pinal County has 77 congregate settings with confirmed COVID-19 cases, including childcare settings (28), workplace environments (18), prisons/detention centers (13), long-term care facilities (9), assisted living facilities (6), rehabilitation facilities (1), outpatient clinics (1), and other (1) [ADHS - Congregate Settings with Positive COVID-19 Cases \(azdhs.gov\)](https://azdhs.gov/).

According to the CDC, COVID-19 is spread by breathing small droplets and particles that contain the virus, having small droplets and particles that contain virus land on the eyes, nose, or mouth, or touching eyes, nose, or mouth with hands that have the virus on them. One of the ways to protect oneself is to avoid crowds and poorly ventilated spaces and improve ventilation. [How Coronavirus Spreads | CDC](https://www.cdc.gov/coronavirus/2019-ncov/faq.html)

The United States Environmental Protection Agency indicates there is data that air cleaners using bipolar ionization help remove viruses, "including SARS-2-CoV-d, the virus that causes COVID-19" from the air, or to facilitate surface disinfection of surfaces within a treated area." [Air Cleaners, HVAC Filters, and Coronavirus \(COVID-19\) | Coronavirus \(COVID-19\) | US EPA](https://www.epa.gov/air-cleaners/hvac-filters-and-coronavirus-covid-19)

Systematic review studies have found that much of the research on HVAC systems' influence on the spread of COVID-19 is that "ventilation has a crucial role in preventing COVID-19 expansion in indoor air environments," (<https://www.ejosdr.com/download/ventilation-systems-and-covid-19-spread-evidence-from-a-systematic-review-study-10845.pdf>). Another study has concluded that there was "sufficient evidence of the airborne transmission of coronaviruses in previous Asian outbreaks" where poor filtration in HVAC systems could have played a role in increasing the rate of transmission (<https://www.mdpi.com/1660-4601/17/17/6052>). Additionally, effective ventilation has been identified as one of the six basic COVID-19 control strategies, demonstrating the importance for AAI to address this under-performing prevention strategy.

The American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) state that "Airborne transmission of SARS-CoV-d is significant and should be controlled. Changes to building operations, including the operation of heating, ventilating and air-conditioning systems, can reduce the airborne concentration of SARS-CoV-d and thus the risk of transmission through the air." On January 6, 2021, the ASHRAE Epidemic Task Force provided core recommendations for reducing airborne infection aerosol exposure. In their "ventilation,

Against Abuse, Inc.
Ak-Chin Indian Community

2021 Prop 202 – 12% Contribution Grant Application Narrative

filtration and air cleaning” section, they suggest using combinations of filters and air cleaners that achieve MERV 13 or better levels of performance for air recirculated by HVAC systems.

[COVID-19: Resources Available to Address Concerns \(ashrae.org\)](https://www.ashrae.org/COVID-19-Resources-Available-to-Address-Concerns)

Although county-wide vaccination rates are at 32%, victims of domestic and/or sexual violence may not be vaccinated (based on informal/anecdotal conversations) at that rate. When considering factors of power and control, abusers very often control a victim’s every move, including whether or not they go to a doctor for their physical or behavioral health needs, obtain their prescribed medications, and in this case, obtain a vaccination. Victims of sexual assault usually do not have knowledge or control over the contagious or vaccination status of their perpetrator and are at greater risk of exposure. Although we have provided financial incentives for staff to vaccinate, only 38% of staff are fully vaccinated due to apprehension of the vaccine and its potential impact on their health and privacy, political beliefs, or their cultural history of trauma that is the foundation for their reluctance to vaccinate. As a result, AAI’s facilities pose a similar risk of exposure to pathogens transmitted via droplets in the air or on surfaces after having fallen from the air when compared to other congregate facilities and work environments in Pinal County.

Security System

A second purpose of this application is to purchase a security system for AAI’s currently unsecured service site at 119 N. Florence Street in Casa Grande, heretofore referred to as the 119 site. AAI has security systems at all of our sites with the exception of the 119 site. We provide a variety of services for victims of domestic and/or sexual violence at this site, such as Mobile and Community Based Services, Supervised Visitation and Safe Exchange, initial services for victims seeking safety and services, and thrift store vouchers for victims as well as the local homeless population.

Target Population to be Served by the Project

In FY 2019-2020, AAI served almost 900 victims of domestic and/or sexual violence. Two crisis shelters provided 13,786 bed nights for 378 victims (216 adults, 162 children). Our Transitional living sites provided 11,660 bed nights for 50 victims (23 adults, 27 children). 136 families received 2,427 hours of Supervised Visitation services. 304 victims received 6,202 hours of mobile and community-based services and supports.

Air Cleaners

Against Abuse, Inc. is requesting funding to purchase 17 air cleaners, one for each air conditioning unit that will reduce the airborne concentration of SARS-CoV-d and help mitigate the risk of transmission in our facilities where we meet with victims of domestic and/or sexual violence or provide services for them. AAI’s Pinal County-based facilities include:

- Casa Grande Crisis Shelter with 4 air conditioning units
- Maricopa Crisis Shelter with 5 air conditioning units
- Casa Grande Congregate Transitional Living Facility with 2 air conditioning units
- The Maricopa Mobile and Community Based Services Offices with 1 air conditioning unit
- The Casa Grande site for Supervised Visitation services with 1 air conditioning unit
- The Casa Grande site for Mobile and Community Based Services with 1 air conditioning unit

Against Abuse, Inc.
Ak-Chin Indian Community

2021 Prop 202 – 12% Contribution Grant Application Narrative

- The Casa Grande office where victims may come in to initiate services or obtain service vouchers and various deliveries are made in person on a daily basis – with 1 air conditioning unit.
- The Casa Grande Thrift Store with 2 air conditioning unit – note: victims utilize the thrift store when they obtain clothing, furniture, or other necessary items (free of charge) as they establish their new normal, free from violence.

By having air cleaners in our facilities, victims will be less likely to spread or even contract COVID-19 or other airborne pathogens, making the community a safer place, as victims and their children engage in their community to go to work, school, medical and behavioral health appointments, court appointments, shopping, church, and more.

Security System

Because AAI serves victims of domestic and/or sexual violence, perpetrators looking for their victims sometimes come to our 119 site trying to find them. In addition, perpetrators who are participating in Supervised Visitation of their children may have secondary intentions to interact with the victim, though court ordered not to. When this occurs, perpetrators are often angry and potentially aggressive and/or assaultive. A security system will help identify and locate an angry perpetrator so staff monitoring the cameras can take proper precautionary actions and call 911 immediately to reduce possibly dangerous escalation.

By having a security system at our 119 site, the victims and staff on site receiving services as well as individuals in the surrounding community will be safer from the potential danger presented by an angry, aggressive, or otherwise dangerous perpetrator on site.

Project Goals and Objectives

Air Cleaners

Goal: Provide service environments with air quality that mitigates the spread of COVID-19 and its variants and other air borne pathogens.

Objective: Utilize air cleaners, such as the ones described above, for each air conditioner in our facilities, to mitigate the spread of COVID-19 in our congregate settings and work environments.

Activities to accomplish the objective: Arrangements will be made with an air conditioning professional to purchase and install the air cleaners in each of our facilities.

Security System

Goal: Monitor victim safety and identify unsafe individuals at the 119 site

Objective: Utilize a security camera system for the 119 site

Activities to accomplish the objective: Arrangements will be made with a professional to purchase and install the security camera system.

Implementation Timetable

Air Cleaners

By February 1, 2022: Identify an air conditioning professional and make arrangements to purchase and install air cleaners for each air conditioning unit.

By March 1, 2022: Schedule installation of each air cleaner

By May 1, 2022: Complete installation of each air cleaner

Against Abuse, Inc.
Ak-Chin Indian Community

2021 Prop 202 – 12% Contribution Grant Application Narrative

Security System

By February 1, 2022: Purchase a security system

By February 1, 2022: Identify a security system professional and make arrangements to install the security system.

By March 1, 2022: Schedule installation of the security system

By May 1, 2022: Complete installation of the security system

Resources

Although we have funding sources for other COVID-19 related expenses, we currently do not have a funding source to purchase air cleaners for our air conditioning units or the security system for our 119 site. We project these both to be a one-time expenses. Air cleaning systems with the self-cleaning feature do not require routine replacement of filters and biannual replacement of lightbulbs. The security camera system purchased will be specifically chosen so it will not require ongoing expenses for its use.

Organizational Partners for the Project

We currently do not have any partners for this project. For the air cleaners, we will identify a reputable air conditioning specialist to “partner” with us for professional purchase and installation of the air cleaners. For the security system, we will identify a reputable security system “partner” for installation.

This is new project

Air Cleaners: This is a new project that does not require ongoing routine expenditure. The use of this new project will continue to serve its above stated purposes.

Security System: This is a new project and will only require minimal ongoing services and maintenance expenses.

Requests from other Tribes

AAI has not requested funding for this project from any other Arizona tribe within the last 18 months.

Accounting and Managing for and Reporting on the Funding

Grants are fiscally administered by utilizing QuickBooks Premier NonProfit Edition 2021 software, Excel billing spreadsheets, Excel goal/objective summaries, and Oznum database software to track client demographics, services, and surveys. Each grant is assigned a separate binder where all contract information is stored as well as a separate general ledger account fund. All income and expenses to the general ledger account are monitored for program compliance and year-to-date expenses –vs- budget status. The agency has a Finance Manager who processes all accounts payable; the Associate Director serves as Finance Director/CFO and Program Compliance Director. She ensures segregation of accounting duties, conformance to GAAP and audit standards, funding source requirements, monthly billings, submission of required reports, monthly bank reconciliations, presents monthly financial statements to the Board of Directors, and applies for governmental grant funding. The accounting method used is a modified cash basis. A-133 audits are conducted every year by an outside CPA firm.

Against Abuse, Inc.
Ak-Chin Indian Community
2021 Prop 202 – 12% Contribution Grant Application Narrative

Additional information.

AAI has comprehensive Pandemic Protocols in place. They are routinely updated when the CDC provides new and/or additional information. In an abundance of caution and to protect staff and victims, protocols will remain in place and continue to evolve, even if, through this grant award, we are able to purchase air cleaners for our facilities.

Budget with justification, that supports AAI's request in the Application.

Item	Projected Unit Cost	# of Units	Total Expense	Justification
Air Cleaner	\$ 1,123.00	17	\$19,091.00	Each air cleaner is projected to cost approximately \$1,123. AAI has 17 air conditioning units that need air cleaners.
Installation of each unit By May, 2022	\$ 100.00	17	\$ 1,700.00	The installation of each air cleaner is projected to cost approximately \$100 apiece. AAI will have 17 units installed.
		Subtotal	\$20,791.00	
Pinal County taxes		9.20%	\$ 1,912.77	According to Avalara, the combined 2021 sales tax (Arizona 5.6%, Pinal 1.6%, Casa Grande 2%) is 9.2% https://www.avalara.com/taxrates/en/state-rates/arizona/cities/casa-grande.html
		Total	\$22,703.77	
Security System				
Security System (4 cameras)	\$ 984.00	1	\$ 984.00	8 channel NVR, 8 channel IP, 1 TB Hard Drive, 4 MP Fixed Lens Dome Cameras, mid-range (65 ft. IR), Cable, Junction Boxes
Installation By May 2022	\$ 700.00	1	\$ 700.00	Installation includes being careful to maintain the integrity of an historic building
		Subtotal	\$ 1,684.00	
Pinal County Taxes		9.20%	\$ 154.93	
		Total	\$ 1,838.93	
Total Requested Amount			\$24,542.70	



5/28/2021

Pat Griffen, Executive Director
Against Abuse, Inc.
119 N. Florence Street
Casa Grande, AZ 85122

Dear Executive Director Griffen:

As Director of the Pinal County Public Health District, I am pleased to write this letter of support for Against Abuse, Inc.'s (AAI) proposal to obtain funding to optimize the health and safety of their facilities serving victims of domestic and sexual violence, and their children. Funds are being requested for two purchases: 1) air scrubbers and 2) a security camera system.

Air cleaning technologies have been determined to increase air flow and reduce the spread of airborne diseases such as COVID-19. Given the severity of illnesses such as COVID-19 (including potentially death), this equipment is an integral part of reducing spread of viruses in congregate setting such as shelters or work environments. The security system is for the Casa Grande offices, where Supervised Visitation and Community Based services are offered. The security system will improve the safety and protection of victims and their children from potentially aggressive non-custodial parents or perpetrators of those inquiring about or receiving services on site.

Domestic violence and sexual assault are critical concerns of public health, and Pinal County Public Health has enjoyed a long-standing collaborative partnership with AAI in serving our communities. AAI improves the safety and quality of life of victims of domestic and sexual violence by providing services in Pinal County such as: SANE accompaniment at Pinal County's Family Advocacy Centers, 24-hour hotline services, crisis intervention, crisis shelter, transitional housing, rapid rehousing, mobile and community-based services, lay legal advocacy, information and referral, community outreach to underserved areas of Pinal County, support groups, and more.

On behalf of Pinal County Public Health, I strongly support AAI's application and sincerely hope they are awarded funding. If I can be of further assistance, please do not hesitate to contact me at 520-705-4841.

Sincerely,

A handwritten signature in blue ink that reads "Tascha Spears". The signature is fluid and cursive, with the first name "Tascha" being more prominent than the last name "Spears".

Tascha Spears, Ph.D., M.Sc., RN

Director

Pinal County Public Health Services District

Pat Griffen
Executive Director
Against Abuse, Inc.
119 N. Florence Street
Casa Grande, AZ 85122
520.836.1239
patgriffen@against-abuse.org

Dear Ms. Pat Griffen, Executive Director

As the President of Casa Grande Community & Hospital Foundation I am pleased to write this letter of support for Against Abuse, Inc.'s (AAI) proposal to obtain funding to purchase air scrubbers and a security system for their facilities to protect the health and safety of victims of domestic and sexual violence, and their children, in their services.

The Casa Grande Community & Hospital Foundation has enjoyed a long-standing collaborative partnership with AAI for more than 10 years. AAI improves the safety and quality of life of victims of domestic and sexual violence by providing services in Pinal County such as: SANE accompaniment at Pinal County's Family Advocacy Centers, 24-hour hotline services, crisis intervention, crisis shelter, transitional housing, rapid rehousing, mobile and community-based services, lay legal advocacy, information and referral, community outreach to underserved areas of Pinal County, support groups, and more.

AAI is seeking funding to purchase air scrubbers for their facilities. By using air scrubbers, the health and safety of victims will be greatly enhanced as the air scrubbers effectively reduce exposure to airborne communicable diseases such as COVID-19. This is an important component in the post COVID environment where the people who need our help come on a moments notice with no knowledge of where they have been or the conditions they were exposed to.

In addition, AAI is seeking funding to purchase a security system for the Casa Grande offices, where Supervised Visitation and Community Based services are offered. By purchasing a security system, AAI can improve the safety and protection of victims and their children from potentially aggressive non-custodial parents or perpetrators of those inquiring about services or receiving services while they are on site.

On behalf of The Casa Grande Community & Hospital Foundation, I fully support AAI's application and sincerely hope they are awarded funding to make these very important purchases. If I can be of further assistance, please do not hesitate to contact me. I look forward to continued collaboration and partnership with Against Abuse, Inc. for many years to come.

Sincerely,



Colleen Bechtel

President
The Casa Grande Community & Hospital Foundation
520-836-9301
colleen@advhometeam.com

CINCINNATI OH 45999-0038

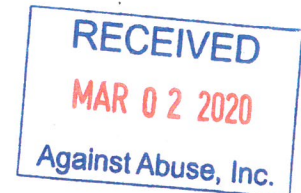
In reply refer to: 0256439177
Mar. 02, 2020 LTR 4168C 0
94-2856310 000000 00

00016467
BODC: TE

AGAINST ABUSE INC
% PATRICIA R J GRIFFEN EXEC DIR
PO BOX 10733
CASA GRANDE AZ 85130



058438



Employer ID number: 94-2856310
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Feb. 24, 2020, about your tax-exempt status.

We issued you a determination letter in January, 1983, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

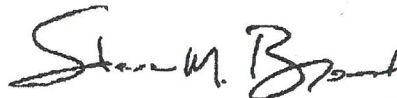
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Mar. 02, 2020 LTR 4168C 0
94-2856310 000000 00
00016468

AGAINST ABUSE INC
% PATRICIA R J GRIFFEN EXEC DIR
PO BOX 10733
CASA GRANDE AZ 85130

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,



Steve M. Brown, Operations Manager
Operations 3-CIN



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-TFD authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Thunderbird Fire District. (Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History	Who	Approval
Time		
6/7/2021 1:00 PM	County Attorney	Yes
6/10/2021 11:27 AM	Budget Office	Yes
6/11/2021 10:44 AM	County Manager	Yes
6/11/2021 11:40 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-AKCHIN-TFD

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AK-CHIN INDIAN COMMUNITY SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Ak-Chin Indian Community wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Ak-Chin Indian Community requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Ak-Chin Indian Community Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Ak-Chin Indian Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Ak-Chin Indian Community Shared Revenue Program funds and
2. Certifies that the application from the **Thunderbird Fire District** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Ak-Chin Indian Community; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

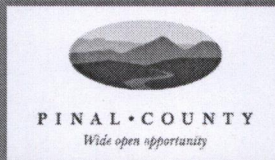
Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest

Clerk of the Board:

Date



REQUEST FOR AUTHORIZATION TO APPLY TO A TRIBAL GAMING GRANT

NONPROFIT AGENCY INFORMATION

Agency Name: Thunderbird Fire District

Agency Phone: 520-251-3122

Agency Email: thunderbirdfirechief@gmail.com

Agency Address: 12356 N Ralston Rd Maricopa AZ 85139 Mail: PO Box 238

PROPOSAL INFORMATION

Amount of Funding to be Requested: \$289,000.00

Name of the Tribe your Agency will apply to: Ak-Chin Indian Community

Date the Proposal is Due to the Tribe: July 9, 2021

Brief summary of your proposed activity: Purchase of a new Water Tender for \$253,300.00 and Emergency Radio's \$36,040.25

Brief Summary of how your proposed activity will benefit Pinal County residents: The Tender will double our initial water response to fires where our only water is basically what we bring and the radio's are Life Safety. We currently have 2 radio's on loan for use from ACFD

ATTACHMENT CHECKLIST

Please attach the following documents to this form:

- IRS 501(C)3 DESIGNATION LETTER
- COPY OF THE COMPLETED GRANT APPLICATION THAT YOUR AGENCY INTENDS TO SUBMIT TO THE TRIBE

AGENCY SIGNATURE

Agency Director Name: Allen Allcott

Agency Director Title: Fire Chief

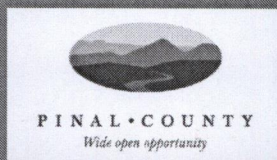
Signature of Authorized Agency Director:

Date:

6/1/2021

Disclaimer:

Pinal County, a political subdivision of the State of Arizona, has processed the attached grant application as a courtesy to the grant applicant in order to comply with the requirements of the Native American Tribe or Nation considering the attached grant application. There is no legal relationship between Pinal County and the grant applicant. Pinal County hereby notifies the Native American Tribe or Nation and grant applicant that Pinal County disclaims any liability or responsibility for the representations, accuracy, completeness or substance of the attached grant application. By forwarding the attached grant application Pinal County notifies the Native American Tribe or Nation and grant applicant that Pinal County disclaims any liability or responsibility for grantee use, misuse, improper expenditures or failure to make reports or account for grant proceeds, etc related to any grant funds awarded to the grant applicant by the Native American Tribe or Nation making the grant.



REQUEST FOR AUTHORIZATION TO APPLY TO A TRIBAL GAMING GRANT

NONPROFIT AGENCY INFORMATION	
Agency Name: Thunderbird Fire District	
Agency Phone: 520-251-3122	
Agency Email: thunderbirdfirechief@gmail.com	
Agency Address: 12356 N Ralston Rd Maricopa AZ 85139 Mail: PO Box 238	
PROPOSAL INFORMATION	
Amount of Funding to be Requested: \$289,000.00	
Name of the Tribe your Agency will apply to: Ak-Chin Indian Community	
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Brief summary of your proposed activity: Purchase of a new Water Tender for \$253,300.00 and Emergency Radio's \$36,040.25	
Brief Summary of how your proposed activity will benefit Pinal County residents: The Tender will double our initial water response to fires where our only water is basically what we bring and the radio's are Life Safety. We currently have 2 radio's on loan for use from ACFD	
ATTACHMENT CHECKLIST	
<i>Please attach the following documents to this form:</i>	
<ul style="list-style-type: none"> • IRS 501(C)3 DESIGNATION LETTER • COPY OF THE COMPLETED GRANT APPLICATION THAT YOUR AGENCY INTENDS TO SUBMIT TO THE TRIBE 	
AGENCY SIGNATURE	
Agency Director Name: Allen Allcott	
Agency Director Title: Fire Chief	
Signature of Authorized Agency Director:	Date:

Disclaimer:

Pinal County, a political subdivision of the State of Arizona, has processed the attached grant application as a courtesy to the grant applicant in order to comply with the requirements of the Native American Tribe or Nation considering the attached grant application. There is no legal relationship between Pinal County and the grant applicant. Pinal County hereby notifies the Native American Tribe or Nation and grant applicant that Pinal County disclaims any liability or responsibility for the representations, accuracy, completeness or substance of the attached grant application. By forwarding the attached grant application Pinal County notifies the Native American Tribe or Nation and grant applicant that Pinal County disclaims any liability or responsibility for grantee use, misuse, improper expenditures or failure to make reports or account for grant proceeds, etc related to any grant funds awarded to the grant applicant by the Native American Tribe or Nation making the grant.

Ak-Chin Indian Community Grant Application Cover Sheet

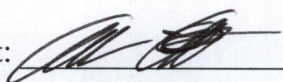
Name of Applicant: Thunderbird Fire District		Applicant is a: <input type="checkbox"/> City/Town/County (circle) <input checked="" type="checkbox"/> Other	
Mayor/Supervisor/Chairman/President:			
Contact Person and Title: Allen Allcott Fire Chief			
Applicant Address (administrative office): 12356 N Ralston Rd			
City:	Maricopa AZ	Zip Code: 85139	
Applicant Mailing Address (if different): PO Box 238			
City:	Maricopa AZ	Zip Code: 85139	
Phone Number:	520-251-3122	Fax Number:	
E-mail Address: thunderbirdfirechief@gmail.com			
Fiscal Agent for any Applicant that is not a City, Town, or County (Special Taxing Districts/Fire Districts must have a Fiscal Agent)			
Contact Person:			
City/Town/County Mailing Address:			
City:		Zip Code:	
Phone Number:		Fax Number:	
E-mail Address:			

Program or Project Name: Life Safety radio's and 4000 Gallon Tender	
Purpose (Check all that apply) <input type="checkbox"/> education <input checked="" type="checkbox"/> public safety <input type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development	
Purpose of Grant (brief statement): To Purchase 18 Portable Radio's and 5 truck radio's and a 4000 Gallon Tender to double our initial water response to fires.	
Please see attached narrative.	
Beginning and Ending Date of Program or Project: January 2022 to December 2022	
Amount Requested: \$289,000.00	Total Cost: \$289,340.25
Geographic Area Served: Thunderbird Farms and Hidden Valley Area	

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature:

For the Applicant:



Date: JUNE 1, 2021

Typed/Printed Name and Title: ALLEN ALLCOTT FIRE CHIEF

For the Fiscal Agent:

(If applicable)

Date: _____

Ak-Chin Indian Community Grant Application Cover Sheet

Typed/Printed Name and Title: _____



Thunderbird Fire District

Chief Allen Allcott

PO BOX 238

Maricopa, AZ 85239

520-251-3122

June 1, 2021

Ak-Chin Indian Community Tribal Council,

My name is Allen Allcott, I am the Fire Chief for Thunderbird Volunteer Fire District. We are humbly requesting consideration with the 12% Grant Funding for a 4000-gallon Water Tender, and emergency radios for our current apparatus and volunteers. We are looking at a Commercial cab fire truck (\$253,300.00) instead of the Traditional Fire Truck (\$481,025.00) since there is a price savings of \$227,725.00. The cost is \$289,340.25 and we are asking for \$289,000.00 for our request, the radios are \$36,040.25 and \$253,300.00 for the Water Tender. We would be very appreciative with either one of the items or both if the funding is available.

For 7/2020-6/2021 our annual budget was \$21,340.80, of which \$7511.00 goes to insurance for the trucks and workmen's comp. \$13,829 is left to run the district.

Last year, 2020, we ran over 70 fire calls, on 90% of the calls we requested help with water from either North Hidden Valley Fire and/or Ak-Chin Fire. We currently cover over 100 square miles south and west of the Ak-Chin Indian Community. When we respond to a fire call we have 3000 gallons in our initial response, this new truck would double our initial water resource. An example of our amount of needed water we sometimes need is on May 10, 2021 we had a house fire on Diamondback Way & Dune Shadow in Hidden Valley. We used over 10,000 gallons

of water for full extinguishment. Between Thunderbird Fire, Ak-Chin Fire, and North Hidden Valley Fire after 5 hours we extinguished the fire.

As for the radio's we are requesting, we have had radio's in the past that became obsolete and we could no longer use due to the inability to get batteries and parts. We are currently using 2 radio's on loan from Ak-Chin Fire for our fire ground communications. In reality, for firefighter safety, it would be optimal for each Volunteer to have a radio on the fire ground. I currently have 14 active Volunteer Firefighters, 2 seasonal when they are in town, and myself that makes 17 of us and also 1 backup radio in the quote as well as 5 new truck radio for our apparatus.

Thank you for your time and consideration in this matter, please contact me with any questions.

Allen Allcott



Fire Chief

Thunderbird Fire District

520-251-3122

PINAL COUNTY, ARIZONA
THUNDERBIRD FIRE DISTRICT

ANNUAL BUDGET
JULY 1, 2020 - JUNE 30, 2021

<u>REVENUES</u>	Budget	
Taxes	\$17,784.00	* ↓
Licenses & permits		
Intergovernmental		
Federal	\$0	
State	\$0	
County	\$0	
Charges for services	\$2,000	
Fees - Developers	\$0	
Fines & forfeits	\$0	
Interest on investments	\$279	
Rents		
Contributions	\$2,000	
Miscellaneous	\$1,000	
Other Revenues		
FDAT	\$3,556.80	* ↑
Grants	\$348,000	
Total Revenues	\$374,619.80	
 <u>EXPENDITURES</u>		
Salaries & Wages		
Independent Contactor Payments	\$10,000	
Employee Benefits	\$10,000	
Administration	\$10,000	
Professional Services	\$3,000	
Utilities & Communications	\$9,000	
Insurance	\$18,000	
Repairs & Maintenance	\$160,000	
Interest		
Capital Outlay		
Land	\$0	
Buildings	\$60,000	
Improvements other than buildings	\$0	
Machinery & Equipment	\$70,000	
Construction in progress	\$0	
Capital Project Funding	\$0	
Debt Service		
Principal Retirement	\$0	
Interest & Fiscal Charges	\$0	
Miscellaneous	\$1,119.80	
Other Expenditures		
Personal Protection Equipment	\$14,500	
Training	\$9,000	
Total Expenditures	\$374,619.80	

\$21,340.80
ANNUAL
BUDGET



Department Name: Thunderbird Fire District
City, State: Maricopa, AZ
Contact: Allen Allcott
Phone: 520-251-3122
E-mail: thunderbirdfirechief@gmail.com

COMMANDER SERIES

4000 GALLON POLY ELLIPTICAL TANKER SPECIFICATIONS

INDEX TO SPECIFICATIONS:

Section 1:	Poly Tank
Section 2:	Tank Plumbing, Openings, Valves, & Fittings
Section 3:	Dump Valve
Section 4:	Apparatus Body & Accessories
Section 5:	Apparatus Body Rear Step, Catwalks & Hose Trays
Section 6:	Body Compartments
Section 7:	Portable Tank Carrier
Section 8:	Pump & Plumbing
Section 9:	Electrical Components
Section 10:	Emergency Lighting & Siren Equipment
Section 11:	Chassis
Section 12:	Paint, Lettering, Striping, Labels and NFPA Signage
Section 13:	Warranties

TOTAL PRICE FOR UNIT: \$253,300.00

H&E EQUIPMENT SERVICES®

Chief Allen Allcott
Thunderbird Fire District
12356 N Ralston Rd.
Maricopa, AZ 85139

May 14, 2021

Dear Chief Allcott,

It is my pleasure to present grant proposal pricing for one KME Commercial 4000 Gallon Tender - Quote 6649. KME custom builds each truck and we are confident that we will exceed your expectations in design, quality, and durability. I would like to point out a few things regarding this bid package.

- Two trips for two department personnel are included in the price of the truck. (Preconstruction and Final Inspection).
- Price includes delivery.
- Price includes Taxes.
- Prepay discounts are available.
- Current build time is 180-210 days after receipt of chassis.

We at H&E Equipment Services are pleased to quote the following:

- (1) KME 4000 Gallon Tender on Freightliner 114SD Tandem Axle
Elliptical Tank
4000 gallon Foldatank storage
Hale MBP 750 gpm Pump – PTO
LED Lighting
Under Truck Sprays

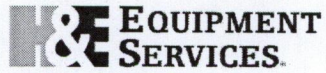
*Exact specifications attached in Quote 6649

Payment upon Delivery	
Truck Price	\$ 443,825.00
Taxes 8.3%	\$ 37,200.00
TOTAL	\$ 481,025.00

Again, thank you for the opportunity to bid this project for you. Please feel free to contact me for any questions or clarifications.

Autumn Heyer

Fire Apparatus Sales



(480) 290-3755

ahey@he-equipment.com

Autumn Heyer

Autumn Heyer
Apparatus Sales
H&E Equipment Services

Customer Acceptance



725 W. Commerce Ave Suite 106
Gilbert, AZ 85233
(480)981-8875
Fax(480)-981-7146

Communication Integration & Solutions Since 1945

PRICE QUOTE		5/18/2021	PRESENTED TO:		AZ ROC# 086328 CR67
Summary -	Quote for 5 VHF Mobiles & 18 VHF Portables/TAIT products		Contact:	Allen Allcott	Email: aallcott@ak-chin.nsn.us
	Mailing address: PO Box 238 Maricopa AZ 85139		Organization:	Thunderbird Fire District	Phone: 520-251-3122
			Department		Fax:
			Address:	12356 N Ralston Rd	Cell:
			City, State Zip:	Maricopa AZ 85139	
Contract Number (State, WSCA, GSA, Other)			Salesperson	HSE	Qty #

ITEM	DESCRIPTION	MAN	MODEL	PRICE	QTY	EXTENDED
1	136-174 MHz MUHF 50Watts Body ExtAlm Only	TAIT	TM9400B1DA-T	\$ 924.00	5	\$ 4,620.00
2	TM9400 Large Primary Remote Control Head Black	TAIT	T02-00071-CAAB	\$ 337.92	5	\$ 1,689.60
3	TM93/94 Single Remote Head Kit 6m (20ft)	TAIT	T02-00061-3001	\$ 94.16	5	\$ 470.80
4	TM Standard Microphone TDMA	TAIT	T02-00005-AAAA	\$ 70.40	5	\$ 352.00
5	NMO COAX KIT w/mini-UHF connector	DCI	ANXMB8UM	\$ 18.96	5	\$ 94.82
6	150-174 MHz 0 dB Rugged 1/4 Wave Mobile Ant w/Spring	DCI	ANXA150S	\$ 29.88	5	\$ 149.42
7				\$ -		\$ -
8	P25 16Key 136-174MHz Body Only-Black	TAIT	TP9406B1BB-T	\$ 875.60	18	\$ 15,760.80
9	TP8/TP9 Ant 136-225MHz Helical Tunable	TAIT	TPA-AN-001	\$ 19.36	18	\$ 348.48
10	TP8/TP9 Battery Performance Li-Ion 2400mAh c/w Belt Clip	TAIT	T03-00011-CBAA	\$ 110.00	18	\$ 1,980.00
11	TP8/TP9 Charger Single Fast Li-ion US/CAN Plug Pack	TAIT	T03-00012-AEAA	\$ 73.04	18	\$ 1,314.72
12	TP8/TP9 Speaker Microphone Storm IP68 E-Button 2.5mm-Jack	TAIT	T03-00045-KFAA	\$ 220.88	18	\$ 3,975.84
13				\$ -		\$ -
14				\$ -		\$ -
15				\$ -		\$ -
16				\$ -		\$ -
17				\$ -		\$ -
18				\$ -		\$ -
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21				\$ -		\$ -
22				\$ -		\$ -
23				\$ -		\$ -
24				\$ -		\$ -
25				\$ -		\$ -
26				\$ -		\$ -
27				\$ -		\$ -
28				\$ -		\$ -
29				\$ -		\$ -
30				\$ -		\$ -

Notes:

Hardware Total	\$	30,756.48
Gilbert TAX %	0	Non Taxable
Freight	\$	1,557.82
Labor	\$	2,339.78

Project Total:	\$	34,654.09
Credit Card Payment Total:	\$	36,040.25

Please FAX ALL pages back to Durham Communications to indicate your acceptance.

Customer Signature	Date	PO Number
--------------------	------	-----------

TERMS AND CONDITIONS

All prices are expressed in US Dollars and are payable in US Dollars. Payment terms are Net 30 days. All prices are F.O.B. Mesa, AZ. Customer will be billed for shipping and insurance costs. All quotations are valid for 30 days from quotation date unless otherwise contracted. In the event that DCI retains the services of an attorney to collect any amounts due hereunder, the "CUSTOMER" will pay all charges for any effort to collect including, but not limited to, attorney's FEES, court FEES and agency FEES. Project billing subject to incremental billings of 50% Notice to Proceed, 30% Equipment Delivery to DCI, 10% Installation/Labor Completed, 10% Acceptance unless otherwise contracted.



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-EFD authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Eloy Fire District. (Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/7/2021 1:01 PM	County Attorney	Yes
6/10/2021 10:43 AM	Budget Office	Yes
6/10/2021 10:52 AM	County Manager	Yes
6/11/2021 12:02 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-AKCHIN-EFD

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AK-CHIN INDIAN COMMUNITY SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Ak-Chin Indian Community wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Ak-Chin Indian Community requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Ak-Chin Indian Community Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Ak-Chin Indian Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Ak-Chin Indian Community Shared Revenue Program funds and
2. Certifies that the application from the **Eloy Fire District** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Ak-Chin Indian Community; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest

Clerk of the Board:



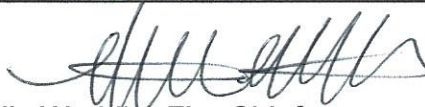
Date



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Proposition 202 Tribal Gaming Application Support Form

Name of Tribal Entity:	Ak-Chin Indian Community
Due Date:	July 9th, 2021
Name of Nonprofit Organization:	Eloy Fire District
Contact Person:	Nathaniel Bailey
Contact Person Title:	Division Chief, Fire Marshal
Mailing Address:	4010 N. Toltec Rd, Eloy, AZ 85131
Street Address:	4010 N. Toltec Rd, Eloy, AZ 85131
Phone:	520-466-3544
E-mail: <small>This will be the email address the resolution and signed coversheet will be sent when completed.</small>	nbailey@eloyfire.org
Website Address:	www.eloyfire.org
Attachment Checklist	<ul style="list-style-type: none">• Application Support Form• IRS 501 © 3 designation letter• Completed application including coversheet
Project Name:	EFD Portable Radio Infrastructure Upgrade
Amount of Funding Being Requested:	\$220,683.37
Summary of Project:	Eloy Fire is upgrading our portable radio's to a functional radio that can be serviced as needed and meet the needs of our county response agencies. Currently Eloy Fire District 
Summary of How Project Benefits Pinal County Residents	Eloy Fire District is in the heart of Pinal County and as such protects the citizens of Pinal County as many live and work within our fire district. The benefits to them encompasses several items such as less tax burden to them for purchasing 
Name and Signature of Agency Director:	 Kelly Weddle- Fire Chief

Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: Eloy Fire District		Applicant is a: <input type="checkbox"/> City/Town/County (circle) <input checked="" type="checkbox"/> Other Fire District	
Mayor/Supervisor/Chairman/President: Kelly Weddle- Fire Chief			
Contact Person and Title: Nathaniel Bailey-Division Chief/Fire Marshal			
Applicant Address (administrative office): 4010 N. Toltec Rd			
City: Eloy		Zip Code: 85131	
Applicant Mailing Address (if different): Same as Above			
City:		Zip Code:	
Phone Number: (520)466-3544		Fax Number: (520)466-0003	
E-mail Address: nabiley@eloyfire.org			
Fiscal Agent for any Applicant that is not a City, Town, or County (<i>Special Taxing Districts/Fire Districts must have a Fiscal Agent</i>)			
Contact Person: Heather Patel- Pinal County			
City/Town/County Mailing Address: PO BOX 1348			
City: Florence		Zip Code: 85132	
Phone Number: (520)866-6422		Fax Number:	
E-mail Address: heather.patel@pinal.gov			

Program or Project Name: EFD Portable Radio Infrastructure Upgrade	
Purpose (Check all that apply) <input type="checkbox"/> education <input checked="" type="checkbox"/> public safety <input type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development	
Purpose of Grant (brief statement): Eloy Fire District is looking to purchase portable radio's in the near future to a functional radio that can be serviced as needed and meet the needs of our county response agencies. Eloy Fire is currently in Portable radios that can no longer be serviced due to non-existent parts or service as they are at their end of service life span.	
Beginning and Ending Date of Program or Project: 1/1/2022-12/1/2022	
Amount Requested: \$220,683.37	Total Cost: \$220,683.37
Geographic Area Served: Eloy, Toltec and Pinal County. Mutual-aid anywhere as needed.	

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature: _____
For the Applicant: Nathaniel Bailey Date: 6/21/21

Typed/Printed Name and Title: NATHANIEL BAILEY- Division Chief / Fire Marshal

For the Fiscal Agent: _____ Date: _____
(If applicable)
Typed/Printed Name and Title: _____

Ak-Chin Indian Community
2021 Prop 202 – 12% Contribution Grant Application
EFD Portable Radio Infrastructure Upgrade

Purpose of Grant-

The Eloy Fire District is seeking to upgrade its outdated portable radio communication system. Eloy Fire District currently operates using Motorola radios that are no longer being manufactured and only operates on VHF channels. Motorola is also phasing out support and repair services for these models. Eloy Fire District forecasted the need for replacement of their current radios and had earmarked funds to purchase and upgrade to the Motorola APX8000 series radios. However, this plan was interrupted when unforeseeably the tower that housed the District's repeater was sold to another private company that immediately increased the monthly fees for antenna space to a financially unfeasible level. Due to this unforeseen event, Eloy Fire District was forced to use the earmarked funds to move the repeater through a joint effort with Casa Grande Fire Department and the City of Eloy to a more financially feasible location. Eloy Fire District has completed and implemented this move and upgrade. Although getting the repeater moved and upgraded is very beneficial for the community that is served by Eloy Fire, it also leaves a large void financially to complete the much-needed upgrade of the handheld radios that the first responders depend on.

The Eloy Fire District is a rural fire department located within Pinal County in south central Arizona. We are located along Interstate 10 exactly half way between Phoenix and Tucson. Eloy Fire provides Fire/EMS/Hazardous Material and technical rescue services to an area over 114 square miles. There are approximately 19,000 residents within or jurisdiction. In addition to our year round population, more than 50,000 people commute through our service area every day.

We cover several critical infrastructure items including 18 miles of a major Interstate Freeway, (Interstate 10), which includes a junction of two interstate freeways (Interstate 10 and Interstate 8), 20 miles of state highway and over 30 miles of Union Pacific Railroad tracks.

We have mutual aid agreements with 13 other fire department agencies, including the Office of Arizona State Land for response to Wildland fires. We have extended our wildland services to other states such as California, New Mexico, Oregon and Washington to name a few.

We also have an automatic aid agreement with Casa Grande Fire Department as our units responding are closer such as the I-10 MP199 and Jimmie Kerr Blvd area. Our area is considered a major thoroughfare for hazardous materials by truck and by rail. We have a verbal agreement with the Arizona Department of Public Safety to cover additional freeway for response to vehicle fires, motor vehicle accidents, emergency medical calls and hazardous materials.

Also within our Fire District there are six schools which provide k-12th grade, seven major truck stops, six hotels, special hazard facilities including a chlorine industry, four large manufacturing facilities and four private prisons that we cover and respond to.

Our District is also a part of a county-wide hazardous materials response team. Eloy Fire responds with a fully loaded FEMA Type II hazardous materials response vehicle within our county as needed.

Ak-Chin Indian Community

2021 Prop 202 – 12% Contribution Grant Application

EFD Portable Radio Infrastructure Upgrade

Eloy Fire responds from two fire stations located five miles apart and employ's 33 firefighters and admin staff consisting of 31 full-time and 2 paid on-call.

The proposed project for the 2021 grant cycle would be to purchase the 25 portable radios, 3 Multi-unit charges and 7 Single Charging units. Motorola would be contracted to integrate these new radios and program the needed channels so that Eloy Fire District can maintain interagency communications with its neighboring agencies such as Pinal County, Casa Grande Fire and Mutual-aid partners who have already switch to the dual-band technology and are operating on the 800 megahertz band.

The goals and Objectives of this upgrade is to provide firefighters with portable communications to operate on multiple levels which other organizations are currently on. This provides several faucets for firefighter safety utilizing the same equipment should one firefighter become injured another firefighter can utilize their equipment knowing the functionally is the same. Also keeping consistency across the board when issues arise we can utilize outside help with the radios as other departments have communication technicians working on the same equipment. The plan is to purchase the equipment if awarded, program and then train crews with the new technology before final project completion with putting the radio's into full service.

The project timetable would be rather quick. Once award the funds an order would be placed with the vendor. That would take approximately a month from time of ordering. Once received and confirmed everything was correct per the purchase order, Radio's would then be inventoried as capital equipment into the EFD database. 7 days to confirm programming as each position (Firefighter, Engineer, and Captain Etc.) are programmed for emergency scene accountability and allowing for any adjustments as needed. Shifts would then be trained in a two week period as these are the firefighter's lifeline in the field. Once training is complete the units would then be placed in the field for full use. Overall the implementation would be at the most three month from time of purchase and would be overseen by the Division Chief for the grant.

Resources-

Current funding sources are the Assistance to Firefighters Grant which is currently in review by the federal government. This is a one-time funding source for that grant period which ended the first of the year. Eloy Fire has submitted for funding for this same project however it is unforeseen as past submittals have been denied.

Casa Grande Fire Department has provided technical support in programming mobile radios and would assist in programming features into the portable radios on an "as needed" bases as we continue to build upon the communication network for emergency response between all Pinal County agencies. Both departments respond to multiple calls together and Casa Grande Fire has updated their communications equipment to meet the needs of the 800 MHz technology.

Ak-Chin Indian Community
2021 Prop 202 – 12% Contribution Grant Application
EFD Portable Radio Infrastructure Upgrade

revenue that will serve as means for sustainability of the communication project beyond the initial funding by the 2021 grant period. This is Eloy Fire Districts first time applying for the Ak-Chin Indian Community Grant. Eloy Fire has not received any funding from the “Cares Act” funds or any additional County or federal funding recently made available by other Counties within Arizona.

Eloy Fire District applied for funding to the 12% contribution grant through Gila River Indian Community in 2020 and was unsuccessful in obtaining a grant to fund this project as COVID did eliminate some funding for projects as this. The grant was for the Communication Improvement Initiative which has changed as some of the communication equipment within that grant has since been acquired and installed in Eloy Fire’s Emergency Response Apparatus.

Reports-

Once funding has been received there will be individuals that will monitor and report on the progress of implementation. The primary oversight will come from Eloy Fire Districts Division Chief and Support Services which will be charged with the initial purchasing and programming of the communication equipment. The Division Chief will then report as necessary following grant guidelines. This oversight will also include ensuring that all continuing requirements of the grant funding are met as needed.

Budget-

Proposed Equipment	Qty	Amount Requested	Total Budget for Project
APX 8000 XE Portable Radio W/	25	\$186,739.75	\$186,739.75
MICROPHONE-Remote Speaker	25	\$9,818.50	\$9,818.50
CHARGER, Multi-Unit 6 Bay Impres 2	3	\$2,879.85	\$2,879.85
CHARGER, Single-Unit Impres 2	7	\$802.27	\$802.27
Tax		\$20,224.00	\$20,224.00
Total		\$220,683.37	\$220,683.37

Budget Timeline- Once awards by the Ak-Chin Indian Community are made, Eloy Fire will follow the rules and guidelines for purchasing for the 12% grant opportunity. All funding will go through Pinal County as they would be the financial pass thru for our Tribal Grant. Once funding is released procurement will take place immediately and tracked as final obligations have been met and completed.

Thank you for your time and consideration of this project.

Respectfully Submitted



Nathaniel Bailey-Division Chief/Fire Marshal

Billing Address:
ELOY FIRE DIST
4010 N TOLTEC RD
ELOY, AZ 85131
US

Quote Date:06/02/2021
Expiration Date:08/31/2021
Quote Created By:
Michael Colvin
Mike.Colvin@
motorolasolutions.com

End Customer:
ELOY FIRE DIST
Kelly Weddle
kweddle@eloyfire.org

Contract: 21069 - STATE OF AZ
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	25	\$5,983.00	\$4,367.59	\$109,189.75
1a	H869BW	ENH: MULTIKEY	25	\$330.00	\$240.90	\$6,022.50
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	25	\$5.00	\$3.65	\$91.25
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	25	\$515.00	\$375.95	\$9,398.75
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	25	\$300.00	\$219.00	\$5,475.00
1e	QA02006AC	ENH: APX8000XE RUGGED RADIO	25	\$800.00	\$584.00	\$14,600.00
1f	QA00580AA	ADD: TDMA OPERATION	25	\$450.00	\$328.50	\$8,212.50
1g	QA05509AA	DEL: DELETE UHF BAND	25	-\$800.00	-\$584.00	-\$14,600.00
1h	QA00631AB	ADD: DVRS PSU ACTIVATION	25	\$100.00	\$73.00	\$1,825.00
1i	QA09001AB	ADD: WIFI CAPABILITY	25	\$300.00	\$219.00	\$5,475.00
1j	H38BS	ADD: SMARTZONE OPERATION	25	\$1,500.00	\$1,095.00	\$27,375.00
1k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	25	\$100.00	\$73.00	\$1,825.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	25	\$459.00	\$459.00	\$11,475.00
1m	Q629AH	ENH: AES ENCRYPTION AND ADP	25	\$475.00	\$346.75	\$8,668.75
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	25	\$25.00	\$18.25	\$456.25
2	NNTN8575A	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN	25	\$538.00	\$392.74	\$9,818.50
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	7	\$157.00	\$114.61	\$802.27
4	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	3	\$1,315.00	\$959.95	\$2,879.85
5	Trade-In	Expiration Date: 08/27/2021	1	-\$8,750.00	-\$8,750.00	-\$8,750.00

Subtotal

\$200,240.37

\$20,443.00

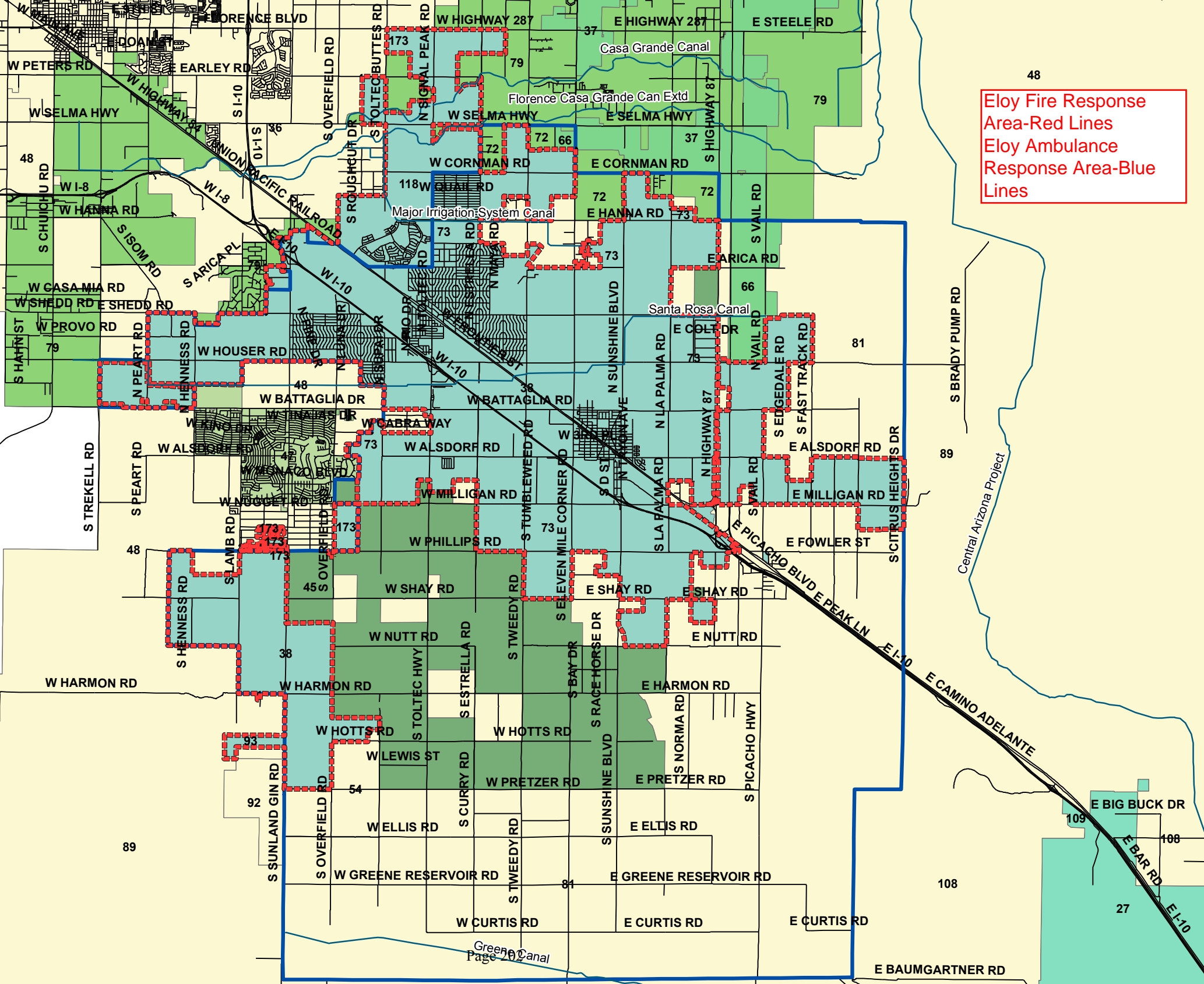
Grand Total
\$220,683.37(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Eloy Fire Response
Area-Red Lines
Eloy Ambulance
Response Area-Blue
Lines



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-ACCEL authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for ACCEL. (Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/7/2021 1:01 PM	County Attorney	Yes
6/10/2021 10:42 AM	Budget Office	Yes
6/10/2021 10:51 AM	County Manager	Yes
6/11/2021 12:05 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-AKCHIN-ACCEL

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AK-CHIN INDIAN COMMUNITY SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Ak-Chin Indian Community wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Ak-Chin Indian Community requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Ak-Chin Indian Community Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Ak-Chin Indian Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Ak-Chin Indian Community Shared Revenue Program funds and
2. Certifies that the application from the **ACCEL** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Ak-Chin Indian Community; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest

Clerk of the Board:

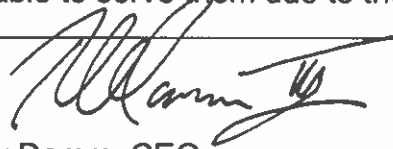
Date



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Proposition 202 Tribal Gaming Application Support Form

Name of Tribal Entity:	Ak-Chin Indian Community
Due Date:	7/9/21
Name of Nonprofit Organization:	ACCEL
Contact Person:	Bethany Eggleston
Contact Person Title:	Advancement Manager
Mailing Address:	10251 N. 35th Avenue, Phoenix, Arizona, 85051
Street Address:	10251 N. 35th Avenue, Phoenix, Arizona
Phone:	619-756-0058
E-mail: <small>This will be the email address the resolution and signed coversheet will be sent when completed.</small>	beggleston@accel.org
Website Address:	www.accel.org
Attachment Checklist	<ul style="list-style-type: none">• Application Support Form• IRS 501 © 3 designation letter• Completed application including coversheet
Project Name:	Facility Upgrades Project
Amount of Funding Being Requested:	\$50,000
Summary of Project:	The Facility Upgrades Project will reconfigure the front entrances of ACCEL's Tempe & Phoenix campuses to improve security, functionality, and appearance.
Summary of How Project Benefits Pinal County Residents	ACCEL serves K-12 students with severe disabilities on behalf of Casa Grande Elementary, Casa Grande High School, Coolidge, Florence, and Maricopa school districts, unable to serve them due to their special needs.
Name and Signature of Agency Director:	 Ray Damm, CEO

Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: ACCEL		Applicant is a: <input type="checkbox"/> City/Town/County (circle) <input checked="" type="checkbox"/> Other	
Mayor/Supervisor/Chairman/President: Ray Damm, CEO			
Contact Person and Title: Bethany Eggleston, Advancement Manager			
Applicant Address (administrative office): 10251 N. 35 th Avenue			
City: Phoenix		Zip Code: 85051	
Applicant Mailing Address (if different):			
City:		Zip Code:	
Phone Number: 619-756-0058		Fax Number: 602-368-2720	
E-mail Address: beggleston@accel.org			
Fiscal Agent for any Applicant that is not a City, Town, or County (<i>Special Taxing Districts/Fire Districts must have a Fiscal Agent</i>) Pinal County			
Contact Person: Heather Patel			
City/Town/County Mailing Address: P.O. Box 1348			
City: Florence		Zip Code: 85132	
Phone Number: 520-866-6422		Fax Number:	
E-mail Address: heather.patel@pinal.gov			

Program or Project Name: Facility Upgrades Project	
Purpose (Check all that apply) <input checked="" type="checkbox"/> education <input type="checkbox"/> public safety <input type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development	
Purpose of Grant (brief statement): The Facility Upgrades Project will reconfigure the front entrances of ACCEL's Tempe & Phoenix campuses to improve security, functionality, and appearance.	
Beginning and Ending Date of Program or Project: 1/1/22 – 12/31/22	
Amount Requested: \$50,000	Total Cost: \$100,000
Geographic Area Served: Maricopa and Pinal Counties	

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature: _____
 For the Applicant: Marge Cook Date: 6/4/21
 Typed/Printed Name and Title: Marge Cook, Director of Grants

For the Fiscal Agent: _____ Date: _____
 (If applicable)
 Typed/Printed Name and Title: _____

ACCEL

Facility Upgrades Project Narrative

OUTLINE

A) Purpose of Grant

1. Project Description

ACCEL provides educational, therapeutic, behavioral and vocational programs for approximately 250 K-12 students with severe autism and multiple disabilities on behalf of 39 Maricopa and Pinal County school districts unable to serve them in district programs due to the severity of their disabilities. Coolidge Unified, Maricopa Unified, Florence Unified, Casa Grande Elementary, Casa Grande Union High School District, Chandler Unified, Gilbert Unified, Higley Unified, Kyrene Elementary, Mesa Unified, and Queen Creek Unified are among the districts served at ACCEL's Tempe and Phoenix campuses.

ACCEL's Tempe campus consists of 4 buildings we own that are over 40 years old. Recent facility upgrades have addressed safety and major program needs. We replaced the intercom system, repaired the fire alarm system, upgraded the electrical wiring on 3 buildings, replaced the telephone system, secured the campus perimeter, added a living skills laundry area, converted a kitchen to be a living skills training kitchen, remodeled several classrooms, replaced the playground equipment, resurfaced the sports court, added shade structures, and thanks to Ak-Chin Indian Community, completed extensive improvements to the Vocational Training Center. Our current project will replace broken street signage and reconfigure the campus entrance so it can be identified by visitors, move the front desk to be visible from the entrance, increase office security, and add a small seating area.

ACCEL's Phoenix Campus was remodeled in 2003 when we first leased the facility, and few repairs were completed by the facility owner. We have recently purchased the Phoenix site and are beginning the extensive required updates including major repairs to the warm water therapy pool and playground. Our current project will define the entrance area to be identifiable to visitors, reconfigure the entrance lobby to be more welcoming and improve the entrance appearance.

We hope to complete the project upgrades at both sites in 2022.

2. Target Population

The Facility Upgrades Project will serve approximately 250 K-12 students with severe autism and multiple disabilities. Students attend ACCEL at no cost to their parents, 52% are minority students and over 70% meet the income criteria for free or reduced school meals. Children with severe disabilities enter school far behind others, having been unable to learn communication, social or living skills as essential as toilet training that typically developing children learn before entering school. They frequently come to ACCEL exhibiting problems such as self-injurious behavior, aggression, anxiety, and extreme compulsions which severely impact their success at school, at home and in the community. Many children with severe disabilities are so dependent on their routine that families often forego important activities such as eating out, community events and visits with extended family members. Necessary outings such as doctor visits and haircuts can be traumatic for all involved. Effective instruction is critical for children with severe disabilities for them to achieve their highest possible level of independence and quality of life. Even skills we take for granted such as dressing themselves, eating with utensils and communicating their needs can make a huge difference in quality of life for their entire family. Individuals with severe disabilities require a high level of one-on-one individualized and highly specialized instruction to learn new skills, so the services ACCEL provides for these children are essential.

3. Project Goals and Objectives

We monitor student outcomes to evaluate program effectiveness and share with our community partners. Each ACCEL student has an Individualized Education Program Team (IEP Team) consisting of their parents, School District Representatives, Arizona Department of Economic Security/Division of Development Disabilities Case Managers (DES/DDD Case Managers), ACCEL staff members and others invited by parents, that reviews assessment results, identifies target skills for the following year in each area of the curriculum, determines services the student will need and closely monitors their progress. Program effectiveness is determined by student progress on identified target skills each year. We hope to see students reach mastery criteria on at least 50% of target skills across the curriculum by June 2023. We also hope to see students demonstrate a decrease of at least 25% in aggressive behavior by June of 2023. Behavioral data is recorded daily and monitored by ACCEL Board Certified Behavior Analysts to insure the effectiveness of programming and student supports. Student progress is reported to parents quarterly and reviewed by each student's Individualized Education Program Team at least annually. Performance data is compiled at the end of each year and compared to prior years to evaluate overall program effectiveness. This data is also shared with community partners.

Our current Facility Upgrades Project will make it easier for parents first visiting to identify the entrance, make them feel welcome when they enter, and provide a comfortable waiting area. The upgrades will correct the negative reaction visitors have to the current entrance areas, making parents more comfortable bringing their children to ACCEL facilities to receive the services they so desperately need.

4. Project Timetable

We hope to complete the facility upgrades by the end of 2022, with most of the work completed over spring break and the summer of 2022, to minimize the disruption of services.

B) Resources

1. Current Funding Sources

ACCEL has not yet identified partners to contribute to this project but have a pending grant applications with Tempe Diablos Charities and Otto & Edna Neely Foundation.

2. Other Partners

ACCEL has not yet identified other partners to participate in this project but has requested that Sundt Foundation consider an in-kind contribution.

3. New or Continuing Project

Although school district and DES/DDD service fees provide the majority of ACCEL's revenue, the service fees we earn do not cover the entire cost of the intensive, highly specialized services individuals with severe disabilities require. We depend on assistance from community partners, particularly to expand programs, develop new programs and make facility upgrades. As we recover from the financial impact of the COVID-19 pandemic, we are not able to include facility improvements in the 2021/2022 agency budget. Once upgrades are completed, agency budget funds for facility maintenance will keep the facility entrances safe and welcoming.

4. Arizona Tribe Funding Requests

a. Unsuccessful Requests:

- 4/2/21: Gila River Indian Community Gaming grant request of \$50,000 for the equipment adaptation lab (pending)

b. Funded Requests:

- none

C) Reports

ACCEL keeps thorough records on all grant expenditures and utilizes ACCEL data collection systems that provide comprehensive on-going performance data on project goals and objectives. Detailed interim and final reports, as well as program photos will be provided to the Ak-Chin Indian Community. ACCEL will also provide program information for the AK-Chin O'odham Runner and will make programs available for video and photo opportunities upon request.

D) Budget

The total project budget for the proposed Facility Upgrades Project totals \$100,000. ACCEL has a total of \$25,000 in requested project grant funds under consideration and plans to share the project with other potential project partners.

Project expenses include:

Tempe Campus Entry Reconfiguration	\$ 19,000
Tempe Campus Guest Restroom Updates	\$ 10,000
Tempe Campus Lobby Furnishings	\$ 1,000
Tempe Campus Flooring Replacement	\$ 8,000
Tempe Campus Street Signage Repair	\$ 2,000
Tempe Campus Painting	\$ 10,000
Tempe Campus Landscaping & Drip System	\$ 5,000
Phoenix Campus Entry Reconfiguration	\$ 20,000
Phoenix Campus Guest Restroom Updates	\$ 5,000
Phoenix Campus Flooring Replacement	\$ 7,000
Phoenix Campus Street Signage Update	\$ 2,000
Phoenix Campus Painting	\$ 11,000

Ak-Chin Indian Community grant funds will be applied toward the highest priority items in the budget. We hope to complete the entry area construction items during the summer of 2022 and complete the project by the end of 2022.

E) Additional Information

A letter of reference from Scott Alford, father of a child with severe disabilities that attends ACCEL's education program is attached.

ACCEL

Facility Upgrades Project Budget

Projected Sources of Support

Source	Proposed	Status
TBD	\$ 20,000	
Tempe Diablos Charities	\$ 15,000	pending
Otto & Edna Neely Foundation	\$ 10,000	pending
Ak-Chin Indian Community	\$ 50,000	pending
School District Feesfor Services	\$ 5,000	budgeted
Total Income	\$100,000	

Projected Expenses

Item	Amount
Tempe Campus Entry Reconfiguration	\$ 19,000
Tempe Campus Guest Restroom Updates	\$ 10,000
Tempe Campus Lobby Furnishings	\$ 1,000
Tempe Campus Flooring Replacement	\$ 8,000
Tempe Campus Street Signage Repair	\$ 2,000
Tempe Campus Painting	\$ 10,000
Tempe Campus Landscaping & Drip System	\$ 5,000
Phoenix Campus Entry Reconfiguration	\$ 20,000
Phoenix Campus Guest Restroom Updates	\$ 5,000
Phoenix Campus Flooring Replacement	\$ 7,000
Phoenix Campus Street Signage Update	\$ 2,000
Phoenix Campus Painting	\$ 11,000
Total Expense	\$100,000

Difference (Income less Expense)	\$0
---	------------

June 1, 2021

Robert Miguel
Ak-Chin Indian Community Chairman
42507 W. Peters and Nall Rd.
Maricopa, AZ 85138

Dear Mr. Miguel,

I am writing to you today to bring an amazing organization to your attention, ACCEL. The ACCEL school was founded 40 years ago to help students with autism and multiple disabilities achieve what they need to live a life of dignity and self-worth. My son, Sammy, is severely autistic and our family realized a few years ago that he could not get what he needed to thrive and grow at our local public school. Public schools focus mainly on subjects like math but do not have the resources to teach children like Sammy the ability to communicate, or other life skills that will help them live their most fulfilling life.

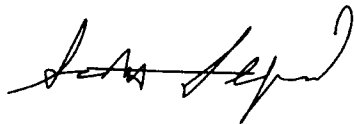
Before ACCEL Sammy could not communicate with me. Now, Sammy can do all kinds of things we did not realize were possible because we can communicate with him. Recently, I was able to take my son rappelling at Pine Creek Canyon in Zion National Park. His last rapel was 65 feet! I am not sure that would have ever been possible unless we found this amazing school.

ACCEL is not just a school. They are a non-profit that serves people of any age who have developmental disabilities. ACCEL has three K-12 school sites, an Adult Services Program, and The BISTA Clinic, an Applied Behavioral Services center geared to support children with autistic spectrum disorder.

ACCEL is working to upgrade the entrances to their Tempe and Phoenix sites, to improve campus safety, make it easy for visitors to know where to go in and to make a welcoming lobby for people to wait. This work will make it easier for parents to visit, especially the first time they come to the school, looking for a place that can help their child. I want to make sure all kids with disabilities get to have life-changing experiences like Sammy. They sure do deserve it.

Thank you for considering an investment in ACCEL.

Sincerely,



Scott Alford
APS PDM Supervisor
7626 w. Calavar Rd.
Peoria, Az 85381
Scott.alford@aps.com
602-571-1671



IRS Department of the Treasury
Internal Revenue Service

P.O.Box 2508,M/S 6403
Cincinnati OH 45201

In reply refer to: 4077967774
Mar. 10, 2020 LTR 4168C 0
95-3497070 000000 00

00024971

BODC: TE

ACCEL
10251 N 35TH AVE
PHOENIX AZ 85051-1305

043593

Employer ID number: 95-3497070
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Feb. 20, 2020, about your tax-exempt status.

We issued you a determination letter in July 1980, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(ii).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

4077967774
Mar. 10, 2020 LTR 4168C 0
95-3497070 000000 00
00024972

ACCEL
10251 N 35TH AVE
PHOENIX AZ 85051-1305

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-RFRD authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Regional Fire & Rescue Department, Inc. (Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/7/2021 3:44 PM	County Attorney	Yes
6/10/2021 11:04 AM	Budget Office	Yes
6/11/2021 10:42 AM	County Manager	Yes
6/11/2021 12:08 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-AKCHIN-RFRD

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AK-CHIN INDIAN COMMUNITY SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Ak-Chin Indian Community wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Ak-Chin Indian Community requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Ak-Chin Indian Community Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Ak-Chin Indian Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Ak-Chin Indian Community Shared Revenue Program funds and
2. Certifies that the application from the **Regional Fire & Rescue Department, Inc.** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Ak-Chin Indian Community; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

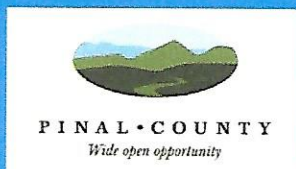
Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest

Clerk of the Board:

Date



REQUEST FOR AUTHORIZATION TO APPLY TO A TRIBAL GAMING GRANT

NONPROFIT AGENCY INFORMATION

Agency Name: REGIONAL FIRE & RESCUE DEPARTMENT, Inc.

Agency Phone: (520) 723-4680

Agency Email: steven.kerber@regionalfire.org

Agency Address: 7951 W. McCartney Road, Casa Grande, Arizona 85194

PROPOSAL INFORMATION

Amount of Funding to be Requested: \$174,788.00

Name of the Tribe your Agency will apply to: AK-CHIN INDIAN COMMUNITY

Date the Proposal is Due to the Tribe: JULY 10, 2021

Brief summary of your proposed activity: To obtain funding necessary to support a Priority area under the Public Safety Category, that of aid to our Firefighting and EMS/Rescue Mission in rural unincorporated Pinal County, Arizona.

Brief Summary of how your proposed activity will benefit Pinal County residents: Regional Fire & Rescue Department Provides Fire protection and EMS/Rescue services to the unincorporated areas of Pinal County South of Coolidge, North of Eloy and surrounding the City of Casa Grande, known as the "Greater Casa Grande Valley" with very limited financial support. Funding will enhance firefighting capabilities from (2) new light-duty fire response vehicles, new water supply hoses, fire nozzles and fire station maintenance needs.

ATTACHMENT CHECKLIST

Please attach the following documents to this form:

- IRS 501(C) 3 DESIGNATION LETTER
- COPY OF THE COMPLETED GRANT APPLICATION THAT YOUR AGENCY INTENDS TO SUBMIT TO THE TRIBE

AGENCY SIGNATURE

Agency Director Name: Steven W. Kerber, CFEI, HMT

Agency Director Title: Founder, Fire Chief/Paramedic

Signature of Authorized Agency Director:

Date:

6/7/2021

Disclaimer:

Pinal County, a political subdivision of the State of Arizona, has processed the attached grant application as a courtesy to the grant applicant in order to comply with the requirements of the Native American Tribe or Nation considering the attached grant application. There is no legal relationship between Pinal County and the grant applicant. Pinal County hereby notifies the Native American Tribe or Nation and grant applicant that Pinal County disclaims any liability or responsibility for the representations, accuracy, completeness or substance of the attached grant application. By forwarding the attached grant application Pinal County notifies the Native American Tribe or Nation and grant applicant that Pinal County disclaims any liability or responsibility for grantee use, misuse, improper expenditures or failure to make reports or account for grant proceeds, etc related to any grant funds awarded to the grant applicant by the Native American Tribe or Nation making the grant.

Ak-Chin Indian Community Grant Application Cover Sheet

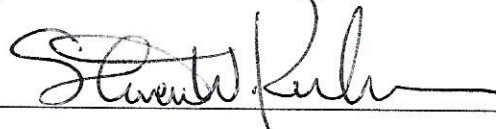
Name of Applicant: REGIONAL FIRE & RESCUE Applicant is a: <input type="checkbox"/> City/Town/County (circle) X Other Arizona Non-Profit Corporation (Fire Department)	
Mayor/Supervisor/Chairman/President: Founder/President, Steven W. Kerber	
Contact Person and Title: Steven W. Kerber, Founder, Fire Chief/Paramedic	
Applicant Address (administrative office): 7951 W. McCartney Road	
City: Casa Grande, Arizona	Zip Code: 85194
Applicant Mailing Address (if different):	
City:	Zip Code:
Phone Number: (520) 723-4680 X102	Fax Number:
E-mail Address: steven.kerber@regionalfire.org	
Fiscal Agent for any Applicant that is not a City, Town, or County (<i>Special Taxing Districts/Fire Districts must have a Fiscal Agent</i>)	
Contact Person: Lori Pruitt	
City/Town/County Mailing Address: P.O. Box 1348	
City: Florence, Arizona	Zip Code: 85132
Phone Number: (520) 866-6422	Fax Number:
E-mail Address: grants@pinal.gov	

Program or Project Name: RFRD "Light Rescue, Station Maintenance & Equipment Project"	
Purpose (Check all that apply) <input type="checkbox"/> education X public safety <input type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development	
Purpose of Grant (brief statement): We are seeking funds to purchase a replacement Chief's Vehicle and a "Light Rescue" for the fire department. Additionally, building/grounds Maintenance funding, paving, fire equipment needs to be fulfilled with your continued Support of our Firefighters!	
Beginning and Ending Date of Program or Project: Start: June 2022 End: March 2023	
Amount Requested: \$173,788	Total Cost: \$173,788
Geographic Area Served: Unincorporated Central Pinal County Residents and Highways	

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature:

For the Applicant:



Date: 07 June 2021

Typed/Printed Name and Title: Steven W. Kerber, Founder, Fire Chief/Paramedic

For the Fiscal Agent:

Date:

(If applicable)

Typed/Printed Name and Title: Lori Pruitt, Finance Director



REGIONAL FIRE & RESCUE DEPARTMENT

~ Prop 202 Grant Proposal ~

A. Purpose of Grant -

1. Proposed program or project:

Regional Fire & Rescue Department is seeking assistance to fund the purchase of a replacement Chief's Vehicle, add a new "Light Rescue Vehicle" along with providing ventilation in our new fire apparatus bay, provide parking lot paving and driveway construction at our fire station and fund the replacement of water supply hoses, firefighting nozzles, vehicle stabilization equipment for our firefighters.

From one fire station, Regional Fire & Rescue responds within a 96 square mile response area. The average response time from a fire truck is 12 minutes to the core of our residential areas. Areas South of Coolidge, North of Eloy or South and West of Casa Grande can take upwards of 15-20 minutes in response. A majority of fire departments provide EMS or Basic and Advanced Life Support in conjunction with a responding Ambulance. Firefighters assist with patient stabilization, provide Advanced Life Support from Paramedics and technical rescues and extrication functions that Ambulance companies are not prepared to do. Many of our responses are Ambulance only however, when distance and time work against us. Some EMS calls require more than the typical 2 person response, especially with complicated critical management requirements of severe illness or injury such as cardiac or respiratory arrests and overdoses. Fire personnel often ride in on the ambulance as additional personnel. However we are putting high mileage, increasing fuel costs and excessive wear on fire apparatus when this can be economized using a "light rescue" (Ford F-250 Truck) outfitted appropriately to respond with two crew members to assist an ambulance, or to provide initial care or stabilization prior to an ambulance arrival.

Regional Fire & Rescue Department is seeking assistance with grant funding in the amount of **\$173,788.00** to assist us with the purchase of a replacement Fire Chief's Vehicle and a "Light Duty Rescue" along with vehicle repair, ventilation needs for our apparatus bay, fire equipment and station maintenance needs such as paving and driveway construction. These items are critical to the operational readiness of our fire station. This funding will provide us the assistance needed to purchase what we consider major capital expense items without the funding mechanism to obtain them absent the support from grant opportunities to support our mission. At this time, this request is related to our need for (2) light duty vehicles.

Page 1 of 5

1. Proposed program or project - Continued:

Through our access to State Bid Purchasing, we have obtained quotes for the purchase of (2) Ford trucks, one F-150 4x4 and one F-250 4x4 vehicles. One to replace the Fire Chief's vehicle, a 2011 F-150 with over 160,000 miles and one to establish a new "Light Rescue Vehicle".

Each vehicle under State Bid Pricing is estimated to be \$38,500 along with a metal utility shell with dual back doors and sales taxes. Additionally, an estimated \$15,000 for each vehicle is added for public safety equipment, LED lighting, Center Console, Siren, Push Bar, Slide out tray, Graphics/Chevrons on rear of truck, Extinguishers, SCBA Brackets, etc. The total for Two in the vehicle replacement category is: **\$107,000.00**.

The station and vehicle maintenance needs include replacement of an Electronic Control Module (ECM) for one of our fire apparatus. The ECM has a fault and requires us to "ether start" the truck on occasion and a constant "Check Engine Light" which will cost \$2,000.00 to replace. Additionally, completion of asphalt parking and a driveway from our rear compound gate to the McCartney Road right-of-way to the north side of our compound which totals \$25,000.00. We are also in need of a large diameter commercial fan for the ceiling of our new 60' x 70' fire apparatus bay which will require \$4,185.00 to circulate cool air coming from two commercial swamp coolers. A fan assisted louvered Building Vent is also required at a cost of \$3,000.00. Vehicle/Station maintenance items to include a replacement Electronic Control Module (ECM) for our 2000 Ford F-750, asphalt parking and driveways, ventilation fans and an air circulating fan overhead will total **\$34,185.00**.

Fire equipment items for our firefighters include: A Vehicle Stabilization Kit at a cost of \$6,075.00. A Wireless headset controller and (4) headsets for a Fire Engine that will cost \$4,792.00. Replacement of Large diameter water supply hoses (2000 feet) that are 15 years old will cost \$524.00 per 100 foot section or \$11,374.00. In addition to the hose, three 4" Storz to 4" NST Threaded Gate Valves at a cost of \$823.95 each for a total of three apparatus is \$2,472.00. Six replacement firefighting nozzles are needed at \$1,315.00 each or a total of \$7,890.00. The total in the fire equipment category is: **\$32,603.00**.

2. Target Population:

Regional Fire & Rescue serves the unincorporated areas of Central Pinal County and provides public service fire suppression & rescue services to over 8,000 residents and businesses in the County. During winter months, that number can swell to as many as 12,000 with the populations of three of the area RV Parks in the Casa Grande Valley. We serve all residents and motorists regardless of Subscription status and receive no taxes or endowments in support of our operation. We began applying to the tribal communities for grant assistance in 2014 in hopes of obtaining funding for replacement fire/rescue apparatus, and

Page 2 of 5

2. Target Population - Continued:

equipment needs. We are a non-profit, public charitable organization which is cooperating in this request with local government (Pinal County) in this application as a Grant-in-aid/Fiscal Agent, required for eligibility in your invitation.

3. Project Goals and Objectives:

Our primary goal is to replace an 11 year old Chief's Vehicle with 160,000 miles and to add a new "Light Rescue" to reduce EMS related response times to more distant areas of our response area. A light rescue provides for reduced fuel and maintenance costs in an effort to speed aid to residents of unincorporated Pinal County from a vehicle that carries EMS equipment and fire/rescue tools and equipment we already have that can be carried upon this new response vehicle.

One of our fire apparatus (Squad 586) is in need of repair with replacement of the ECM. Our new fire apparatus bay has no ventilation and requires exhaust ventilation and a circulating fan overhead to move air. Paving is still required at our station that was not completed and a 65 foot driveway from our rear entry gate to the right-of-way at McCartney Road. Firefighting water supply hoses and nozzles are in need of replacement due to age and rescue equipment we don't have to stabilize a vehicle on its side or its roof is not within our inventory.

The driveway completion will prevent mud from being carried into our concrete apron and from collecting in our fire apparatus bay. Ventilation in our new bay will allow us to close doors completely without leaving one bay door up 3 feet to provide for ventilation, but leaves hot air at the ceiling level stagnant. New nozzles will provide combination flows of fog and 7/8" tip for straight stream and will positively affect our ability to fight fires more aggressively and flow more water on the fire, increasing our effectiveness. Supply lines from hydrants will be laid with confidence in the new hoses that an assured water supply will not be interrupted by a burst hose and rotten/expired water supply lines.

4. Timetable:

Once funding is provided, we will contact vendors for vehicles, construction needs and fire equipment. Work will commence immediately on replacement vehicles. Fire and Rescue equipment will be ordered, construction companies will be selected for paving needs.

B. Resources:

1. There are no other funding resources.
2. There are no other organizations or partners contributing to this project.
3. This is a New Project in replacing and adding new vehicles and an ongoing project that includes making improvements to our fire station facilities.
4. There is a similar request to the Tohono O'Odham Nation for this project however we have not received funds from TON since 2014.
 - a. See above.

Page 3 of 5

b. Funding requests made in the past five years, include:

December 3rd 2014, Tohono O'Odham provided funds (\$135,800) which assisted in the acquisition expenses in the purchase of a New Fire Pumper-Tanker apparatus after we received funds through a FEMA Fire Vehicle Grant in July 2014. In October 2015 the balance of \$89,800 in remaining TON (2014) funds were utilized to purchase a newer-used Pumper/Engine, to replace an older pumper unit with a 2004 International KME Pumper we purchased from Bend, Oregon with only 52,000 odometer miles as our "first-out" replacement fire pumper. The older pumper it replaced, was sold to the Town of Eagar as their secondary or reserve pumper.

November 4th 2014 a grant was received from the Gila River Indian Community (\$97,500) for a fire vehicle construction project consisting of the re-chassis of a donated vehicle from Southwest Gas Corporation and the purchase and manufacture of a new Fire/Rescue Apparatus Body from M-Tech, Inc., located in Chico, CA. This apparatus has been in service since 2016 as "Squad-586."

October 25th 2016 the Gila River Indian Community awarded (\$140,000) toward the construction of a new enclosed apparatus garage which as of May 2nd the engineering and permitting phase was completed. The construction work involving the foundation and erection of the enclosed building was completed in July 2018.

October 17th 2018 the Gila River Indian Community awarded (\$205,132) toward Phase-II construction of our new enclosed apparatus garage which include interior as well as exterior (electrical, cooling, paving and concrete) work. This work is still ongoing and involves site work improvements to complete the building and rear apron/driveway.

October 15th 2019 the Ak-Chin Indian Community provided funds (\$160,000) toward the replacement of an older Water Tanker apparatus (1996 Freightliner FL-70) which was sold and the proceeds of approx. \$39,000.00 was added to the grant funds to pay for a new Tender-Pumper from Missouri Fire Apparatus. This truck replaced the 2000 gallon tanker and in "paying-it-forward" allowed us the opportunity to donate a second truck, a 1995 Pierce Dash fire truck to the Queen Valley Fire District in Pinal County. The new Engine with high capacity water tank (1500 gallons) went into service March 2021 at a final cost of \$196,000.00 as Engine-587.

C. Reports:

Use of funds to purchase the chassis and light-rescue body, purchase firefighting equipment, PPE and have maintenance and repair work done to our fire station facility will be reported in itemized fashion on the completion of the grant and expect to exhaust all funds within one years-time. All funds available will be expended on this project. A final report can be provided as soon as vehicles, maintenance items, station improvements/paving and mechanical additions have been completed, inspected and delivered to the fire department along with a spreadsheet of expenditures made in conformance with the grant as described.

D. Budget:

1) Replace Chief's Truck (F150) & add New "Light Rescue" (F250)	\$107,000.00
2) Parking/driveway paving, Apparatus Repair, Bay Vent Fans:	\$ 34,185.00
3) Firefighting Equipment, Vehicle Stabilization, Headsets:	\$ 32,603.00
Total Funding Requested	<u>\$173,788.00.</u>

E. Additional Information.

Please see the Letter of Support from the Pinal County Supervisor, the Honorable Stephen Miller, attached.

Services are provided to individual property owners through annual fire department service agreements or "subscriptions" paid by home and local business owners. Fire department services are not supported through local taxes. Once a pre-paid fire protection subscriber, they are never charged any "fees for services" should services be required. The annual subscription fee, beginning at \$196.00 is the base charge for a subscription and increases only incrementally based on under roof square footage. Unfortunately, of potentially 3500 structures in these 96 square miles we serve, approximately 692 (20% of our residents) currently subscribe. Most are incentivized by our Insurance Protection Class-5/5Y rating, which provides a benefit to homeowner subscribers only within 5 road miles of our station. The majority of residents or businesses who are not subscribers, who require our services in an emergency, rarely ever compensate the fire department for our efforts. Collection on Structure Fire invoices annually is only 6%. Of approx. 15 structure fires per year, many are not Subscribers of our service and sadly, we see only one homeowner who is willing to negotiate a settlement or attempt to arrange payments for their fire suppression invoice. Given the socio-economic status (near poverty levels) of the majority of residents of unincorporated Pinal County, this is not unusual.

We serve the unincorporated areas beginning south of the Gila River Indian Community boundary and as far south as the Tohono O'odham nation at Battaglia and Chuichu Roads. Just under 100 miles of Interstate's 8 & 10 is served along with State Highways 84, 87, 287, 387 and many County arterials in between.

Stated more simply, the funding we receive is simply inadequate. We have no centralized identity and rely on self-governance, where our financial resources must be utilized wisely, coupled with the aggressive pursuit of alternative funding sources. We have served the greater Casa Grande Valley for over 26 years. All of our improvements to the station, apparatus, equipment and vehicles come from support from our local tribal communities. We thank you for this opportunity in considering our request.

Disclaimer:

Regional Fire & Rescue Department, Inc., was established April 8, 1995 by its Founder, Fire Chief/Paramedic Steven W. Kerber. Chief Kerber has served Pinal County for the past 26 years. He has served as the elected Secretary-Treasurer of the Fire Chief's Association of Pinal County for an entire decade from 2007 to 2017. Chief Kerber is a Certified Fire Officer, Fire and Explosion Investigator (CFEI) is one of the founding members of the Fire Investigation Task Force of Pinal County and a Certified Hazardous Materials Technician.

Western Fire, Inc., or Western Fire Department, Inc., previous recipients of financial assistance from the Ak-Chin Indian Community ultimately became an adversarial competitor to Regional Fire & Rescue Dept., from 2004 through 2009 until they disbanded after two separate bankruptcies.

Please be aware that Steven Kerber and Regional Fire & Rescue was never affiliated, loosely or otherwise with Western Fire, Inc., or Western Fire Department, Inc. or any of its principals, to include Richard or James Krempansky.





Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752439317
June 26, 2018 LTR 4168C 0
20-1533415 000000 00
Input Op: 0752239317 00029385
BODC: TE

REGIONAL FIRE & RESCUE DEPT
% STEVE KERBER
7951 W MCCARTNEY RD
CASA GRANDE AZ 85194-7417

025838

Employer ID number: 20-1533415
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated June 15, 2018, about
REGIONAL FIRE & RESCUE DEPT

We issued you a determination letter in December 2004, recognizing
you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)
(03).

We also show you're not a private foundation as defined under IRC
Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC
Section 170. You're also qualified to receive tax deductible bequests,
legacies, devises, transfers, or gifts under IRC Sections 2055, 2106,
and 2522.

In the heading of this letter, we indicated whether you must file an
annual information return. If you're required to file a return, you
must file one of the following by the 15th day of the 5th month after
the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income
Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt
Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1)
Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual
information return or notice for 3 consecutive years, we'll revoke
your tax-exempt status on the due date of the 3rd required return or
notice.

You can get IRS forms or publications you need from our website at
www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,
local time, Monday through Friday (Alaska and Hawaii follow Pacific

0752439317
June 26, 2018 LTR 4168C 0
20-1533415 000000 00
Input Op: 0752239317 00029386

REGIONAL FIRE & RESCUE DEPT
% STEVE KERBER
7951 W MCCARTNEY RD
CASA GRANDE AZ 85194-7417

time).

Thank you for your cooperation.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Teri M. Johnson". The signature is fluid and cursive, with the first name "Teri" being more prominent.

Teri M. Johnson
Operations Manager, AM Ops. 3



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-RSK authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Raising Special Kids. (Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/11/2021 10:48 AM	County Attorney	Yes
6/15/2021 11:48 AM	Budget Office	Yes
6/16/2021 12:14 PM	County Manager	Yes
6/16/2021 1:50 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-AKCHIN-RSK

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AK-CHIN INDIAN COMMUNITY SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Ak-Chin Indian Community wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Ak-Chin Indian Community requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Ak-Chin Indian Community Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Ak-Chin Indian Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Ak-Chin Indian Community Shared Revenue Program funds and
2. Certifies that the application from the **Raising Special Kids** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Ak-Chin Indian Community; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

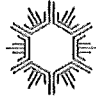
Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest



Clerk of the Board:

Date



PINAL COUNTY
WIDE OPEN OPPORTUNITY

**Proposition 202 Tribal Gaming
Application Support Form**

Name of Tribal Entity:	Ak-Chin Indian Community
Due Date:	July 9, 2021
Name of Nonprofit Organization:	Raising Special Kids (RSK)
Contact Person:	Christopher Tiffany
Contact Person Title:	Executive Director
Mailing Address:	5025 E. Washington St., #204, Phoenix, AZ 85034
Street Address:	5025 E. Washington St., #204, Phoenix, AZ 85034
Phone:	602-242-4366
E-mail: <small>This will be the email address the resolution and signed coversheet will be sent when completed.</small>	christophert@raisingspecialkids.org
Website Address:	www.raisingspecialkids.org
Attachment Checklist	<ul style="list-style-type: none">• Application Support Form• IRS 501 © 3 designation letter• Completed application including coversheet
Project Name:	Navigating Health Care and Education Systems for Families 
Amount of Funding Being Requested:	\$20,000
Summary of Project:	The Navigating Health Care and Education Systems program will equip Pinal County parents with the tools to navigate early intervention, education, and health care systems.
Summary of How Project Benefits Pinal County Residents	This program will serve 50 Pinal County families who have a child, or children, with a disability or special health care need to improve the health, well-being, and education of their child.
Name and Signature of Agency Director:	 Christopher Tiffany

Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: Raising Special Kids		Applicant is a: <input type="checkbox"/> City/Town/County (circle)	
		<input checked="" type="checkbox"/> Other	
Mayor/Supervisor/Chairman/President: Christopher Tiffany			
Contact Person and Title: Christopher Tiffany, Executive Director			
Applicant Address (administrative office): 5025 E. Washington St., Unit 204			
City: Phoenix		Zip Code: 85034	
Applicant Mailing Address (if different): Same			
City:		Zip Code:	
Phone Number: 602-242-4366		Fax Number: NA	
E-mail Address: christophert@raisingspecialkids.org			
Fiscal Agent for any Applicant that is not a City, Town, or County (<i>Special Taxing Districts/Fire Districts must have a Fiscal Agent</i>)			
Contact Person: Heather Patel			
City/Town/County Mailing Address: 31 N. Pinal Street			
City: Florence		Zip Code: 85132	
Phone Number: 520-431-2442		Fax Number: 520-421-8603	
E-mail Address: heather.patel@pinal.gov			

Program or Project Name: Navigating Education and Health Care Systems	
Purpose (Check all that apply) <input checked="" type="checkbox"/> education <input type="checkbox"/> public safety <input checked="" type="checkbox"/> health <input type="checkbox"/> environment	
<input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development	
Purpose of Grant (brief statement): To support parents of children with disabilities and special health care needs in navigating the complex educational and health care systems that serve their children, in order to achieve better outcomes for the child and family.	
Beginning and Ending Date of Program or Project: 7/1/2021 – 6/30/2022	
Amount Requested: \$20,000	Total Cost: \$50,000
Geographic Area Served: Throughout Pinal County	

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature:

For the Applicant:  Date: 6/10/2021

Typed/Printed Name and Title: Christopher Tiffany, Executive Director

For the Fiscal Agent: _____ Date: _____
(If applicable)

Typed/Printed Name and Title: _____

CINCINNATI OH 45999-0038

In reply refer to: 0248367584
Aug. 19, 2016 LTR 4168C 0
86-0517082 000000 00
00022043
BODC: TE

RAISING SPECIAL KIDS
5025 EAST WASHINGTON STREET
PHOENIX AZ 85034



007271

Employer ID Number: 86-0517082
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Aug. 10, 2016, regarding your tax-exempt status.

We issued you a determination letter in October 1985, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248367584
Aug. 19, 2016 LTR 4168C 0
86-0517082 000000 00
00022044

RAISING SPECIAL KIDS
5025 EAST WASHINGTON STREET
PHOENIX AZ 85034

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1



A. Purpose of Grant.

- 1. Describe the proposed program or project (collectively, the “Project”). This description should identify the needs/issues the Project will address.**

Raising Special Kids (RSK) respectfully requests \$20,000 to help support our **Navigating Health Care and Education Systems program** for families residing in Pinal County.



Our **mission** is to improve the lives of Arizona children with the full range of disabilities, from birth to age 26, by providing support, training, information, and individual assistance so families can become effective advocates for their children. For families who have a child, or children, with a developmental disability or a more substantial special health care need, there is pain and frustration in many situations because nothing really seems to work to resolve the challenges for their child(ren), their lack of social opportunities, the negative impact on siblings, and fears about the future. Raising Special Kids’ Navigating Health Care and Education Systems program builds families’ capacity to understand the nature of their child’s disability and enhance their skills – by advocating effectively for and securing educational and health services that will ultimately lead to better physical and mental health outcomes, positive post-secondary education, employment, and successful independent living.

RSK fields more than 7,000 calls each year from Arizona parents of children with disabilities and special health care needs, from all regions of the state. According to the Centers for Disease Control and Prevention, 1 in 6 children living in the United States has at least 1 developmental disability such as attention deficit/hyperactivity disorder, learning disorders, intellectual disabilities, autism spectrum disorder, hearing loss, blindness, stuttering, seizures, and cerebral palsy. In addition, 1 in 5 children has a more substantial, special health care need. All are challenging to treat effectively. These children need services from multiple systems – health care, public health, education, mental health, and social services. Our programs respond directly to the critical need for intervention and the increased health risks for children with disabilities. The need for this program has become more critical due to the COVID-19 health crisis. Now more than ever, families need help navigating the virtual education and health care systems to meet the needs of their child(ren).

- 2. Identify the target population that will be served by the Project. (Who will benefit? How many will be served? Is there a targeted geographic location? Etc.) and explain how the Project will benefit the general public.**

The population Raising Special Kids targets with the Navigating Health Care and Education Systems program is 50 Pinal County families who have children with a disability or special health care need. The demographic breakdown of the target population is:

American Indian or Alaska Native – 7%	White – 40%
Native Hawaiian or Other Pacific Islander – 1%	Asian – 2%
Black or African American – 5%	Hispanic – 41%
Other – 4%	



Through the Navigating Health Care and Education Systems program, Raising Special Kids educates and equips parents so they can improve their children's health and well-being, ultimately strengthening the Pinal County community.

3. Describe the Project goals and objectives and outline a plan to meet these goals.

Throughout the grant term, the Navigating Health Care and Education Systems program will serve 50 families throughout Pinal County who have a child or children with a developmental disability or a more substantial special health care need, so they gain the tools to navigate early intervention, education, and health care systems. Raising Special Kids uses evidence-based approaches and multiple tools to help families learn to navigate the complicated health care and education systems. The goal of this program is to build families' capacity to understand the nature of their child's disability and enhance their skills in advocating effectively for, and securing, educational and health services that will ultimately lead to better physical and mental health outcomes, positive post-secondary education, employment, and successful independent living outcomes. The enhanced capacity of families also helps to promote physical and economic safety.

Raising Special Kids focuses on health care, training, and education to help our families achieve their goals and move forward gaining knowledge and skills to help them navigate those complicated systems. RSK would like to continue to grow and expand to reach more families in need throughout Arizona, including in Pinal County.

Through this project, parents will:

- Learn how to navigate the health care system, currently operating under Medicaid flexibilities, to address the specific needs of their child(ren).
- Learn and understand how to collaborate, work, and problem-solve, with teachers and school staff that facilitate remote, hybrid, and in-person learning models for special education for students with disabilities.

The program activities will include:

- Strategic outreach to families in Pinal County.
- Individual 1:1 direct assistance.
- Individualized problem solving.
- Parent education on rights and responsibilities under federal entitlement programs.
- Parent-to-Parent support.

4. Provide a timetable for implementation of the Project.

The project activities are ongoing. If awarded, the grant funds will be used within a one-year timeframe.

B. Resources.

1. Identify current funding sources for the Project and characterize each funding source listed as either a one-time-only or long-term funding source.

At this time, Raising Special Kids will use individual donations to pay for a portion of this project, and we are also seeking additional sources of revenue.



- 2. Identify other organizations or partners participating in or contributing to the Project, but which are not funding sources, and describe their roles or contributions.**

RSK has established long-standing relationships with school districts, head start programs, and therapy providers – we leverage these partnerships to promote the program and identify parents and families that need, would benefit from, and want to participate in, the program. Partner agencies include: the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), Arizona's Early Intervention Program, the Rehabilitation Services Administration/Vocational Rehabilitation, Arizona Department of Health Services, Arizona Department of Education, Arizona Healthcare Cost containment System (AHCCCS – Arizona's Medicaid program), Children's Rehabilitative Services, Arizona Center for Disability Law, Arizona State Schools for the Deaf and the Blind, and First Things First, Arizona's birth to five initiative, Northern Arizona University, Public and Charter Schools, Community Health Centers, Early Intervention Providers, and Behavioral Health Providers. These entities currently support projects or collaboration activities with Raising Special Kids and comprise a statewide referral network of over 300 organizations.

- 3. Define the Project as a new or continuing project. If the Project is awarded a grant, how would the Project continue after its grant funding is expended? If the Grant from the Community will replace other funding lost due to the economy, how will the Project be continued after the grant from the Community is exhausted?**

This is a continuing project. The project will be able to continue with other funding sources, which we will target to support Pinal County families.

- 4. If Applicant organization has requested funding from any other Arizona tribe, please list:**

- a. Pending or unsuccessful requests made within the last eighteen (18) months, including the name of the tribe to which the request was made and a brief summary of the project for which a grant was requested.**

RSK requested funding from the Fort McDowell Yavapai Nation for this program to be delivered to Maricopa County residents in 2021. We are currently awaiting that decision. We requested

\$16,500 from Tohono O'Odham in 2019 for Positive Behavior Parent Support, which was declined. That program teaches parents how to manage challenging behavior related to their child's disabilities in a positive manner. In 2020, we requested funding from Gila River Indian Community for a Peer Support Specialist, to provide parent-to-parent guidance to families, and that request was also declined.

- b. Funded requests made in the last five (5) years, including the name of the tribe that awarded the funding, a brief summary of the project for which the funding was awarded, and the amount of the funding received.**



Ak-Chin Indian Community awarded \$20,000 in 2020 for the Triple P Positive Parenting Education Program for Pinal parents/families who have children with disabilities or special health care needs. Fort McDowell Yavapai Nation awarded \$7,000 for Positive Behavior Parent Support in 2020.



C. Reports. *Approved grantees must report back to the Community about the use of all grants. Outline how your organization will account for and manage the funding if selected. Describe how Project progress and results will be tracked and documented. Interim and final reports will be required for each grant awarded.*

Raising Special Kids has successfully managed multi-million-dollar state and federal contracts and grant awards for several decades. We have also successfully managed corporate and foundation grants as well. RSK is an excellent steward of all grant awards and has the staff and capacity to manage them. We are a trusted organization that has provided services to thousands of low-income Phoenix residents each year and have won many community awards for our programs and services. All services at Raising Special Kids are provided at no charge to families. The disability community relies upon our programs and services, and looks to us for the most credible, up-to-date support for their families' needs.

D. Budget. *Provide a budget, including justification, that supports the request in the Application. Provide an estimated timeline for when funds will be expended.**

Program Budget	Expenses	Amount requested from Ak Chin	Amount funded by other sources
Direct Staff Salaries	\$31,500	\$20,000	\$11,500
Payroll Taxes/Benefits	\$6,930		\$6,930
Professional & Contracted Services	\$500		\$500
Mileage	\$553		\$553
Rent	\$1,768		\$1,768
Telephone	\$420		\$420
Fingerprinting	\$77		\$77
Program Equipment/Supplies	\$2,657		\$2,657
Admin	\$5,595		\$5,595
Total Budget	\$50,000	\$20,000	\$30,000

*All funds will be expended within a one-year timeframe (7/1/2021 – 6/30/2022).

Gratefully Yours,

Christopher Tiffany, Executive Director
christopher@raisingpecialkids.org
Phone: 602-242-4366 Ext. 208

June 1, 2021

Nicole Guysi
6222 West Altadena Avenue
Glendale, AZ 85304

Christopher Tiffany
Executive Director
5025 E Washington Ave., Suite 204
Phoenix, AZ 85034

Dear Chris,

Cohen Syndrome was the diagnosis we received in May of 2013 after over 2 years of trying to find out why our first child was not eating, gaining weight, hitting her milestones and had a compromised immune system. The diagnosis was received in a geneticist office where Raising Special Kids was also mentioned. I signed the paper to have RSK contact me and they did. They did their best to match me with a parent whose child also had Cohen Syndrome, but when your child has a rare diagnosis, finding another family (especially local) would prove to be challenging. They did match me with another family whose child had similar sub diagnoses as our daughter, and I thought that was the end of my connection with Raising Special Kids, not realizing it was only the beginning.

Raising Special Kids helped our family advocate for lost services for our daughter when she was younger and the program she was in changed. They gave me opportunities to further educate myself as a parent, but also be part of the process of educating others and making change in systems. The beauty of this organization is the constant mutual benefit they organically provide to families, this ongoing opportunity where families are receiving information and resources while also given a chance to give information and be part of programs that need the voices and input from families impacted by them.

One of the biggest ways Raising Special Kids has blessed our daughter, our entire family, is through education. Advocacy education and education in the school system for our daughter. I went through a program that Raising Special Kids brought to my attention that gave me a paradigm shift where I realized that our daughter could have the same opportunities as others, with the proper accommodations and supports. The law is written beautifully when it comes to special education, it is not always implemented in the best way though. However, our experience has been that majority of the time (although I admit, not always) it is due to lack of education and understanding. Education and understanding in how to implement it, and education and understanding into individuals with disabilities. Raising Special Kids seeks to help bridge that gap.

It can be burdensome to fight what feels like the same battle over and over again, taxing emotionally, mentally, physically and spiritually. Raising Special Kids comes alongside to help bear that burden. They have encouraged me when I felt low. They helped me problem solve when my brain felt overwhelmed by constantly getting "no's" with no logical explanation as to why. They physically sat by my side and although I did the talking, having their presence there felt strengthening for me and was a powerful reminder to those we sat with that our daughter has the right people advocating for her, and those people will come alongside her to ensure she can and will properly advocate for herself one day.

Raising Special Kids has been a Godsend, not only in ensuring our daughter receives the education she should (along with any other resources she needs), but in ensuring that organizations and programs are delivering the services as they should to those with disabilities. That is another beautiful aspect of RSK. There is no competition, and there is no misdirected loyalty. Raising Special Kids seeks to serve families impacted by disabilities. If that is connecting families with other families but they don't have a family in Arizona, they reach out to national organizations. If that is providing training to families that they don't provide themselves, they connect that family to the other organization. If they work with an organization or department but a family says they are having challenges with that place, RSK doesn't defend the relationship, they hear the family and equip them to problem solve for the benefit of the individual with the disability, no one else's benefit (although when individuals are served properly, everyone benefits). Their motives are pure, their hearts are big, and their knowledge is endless, probably because they are humble enough to know they cannot know it all and reach out and connect with others.

We have no idea what the 2020-2021 school year will look like. Partly because we just started the transition into a general education classroom last year and it was bumpy (that's putting it lightly). Partly because our daughter is going into 4th grade, a big academic year. But mostly because you add those challenges on top of a pandemic and there is a very real concern of how our daughter's education will be delivered. We want to ensure her rights are not violated, we want to ensure her academics are not hindered, and we want to ensure her safety because she does have a compromised immune system. If we don't know how to balance that, we have to fairly come to the conclusion the schools and districts will stumble through this too. But we know we will have Raising Special Kids. So, while it's uncertain, we're not fearful, because we know we're not alone. Just another of the infinite beautiful qualities of Raising Special Kids.

Sincerely,



Nicole Guysi

602-380-8865

guysigirl@gmail.com



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-DVFD authorizing the submission of applications for the Ak-Chin Indian Community Shared Revenue Program Funds for Dudleyville Volunteer Fire Department.
(Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/11/2021 9:48 AM	County Attorney	Yes
6/15/2021 11:41 AM	Budget Office	Yes
6/16/2021 12:15 PM	County Manager	Yes
6/16/2021 1:51 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [Application](#)

☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-AKCHIN-DVFD

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AK-CHIN INDIAN COMMUNITY SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Ak-Chin Indian Community wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Ak-Chin Indian Community requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Ak-Chin Indian Community Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Ak-Chin Indian Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Ak-Chin Indian Community Shared Revenue Program funds and
2. Certifies that the application (s) from the **Dudleyville Volunteer Fire Department** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Ak-Chin Indian Community; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest

Clerk of the Board:

Date



PINAL COUNTY
WIDE OPEN OPPORTUNITY

**Proposition 202 Tribal Gaming
Application Support Form**


Name of Tribal Entity:	
Due Date:	
Name of Nonprofit Organization:	
Contact Person:	
Contact Person Title:	
Mailing Address:	
Street Address:	
Phone:	
E-mail: <small>This will be the email address the resolution and signed coversheet will be sent when completed.</small>	
Website Address:	
Attachment Checklist	<ul style="list-style-type: none">• Application Support Form• IRS 501 © 3 designation letter• Completed application including coversheet
Project Name:	
Amount of Funding Being Requested:	
Summary of Project:	
Summary of How Project Benefits Pinal County Residents	
Name and Signature of Agency Director:	

Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: <u>Dudleyville Vol. Fire Department</u>		Applicant is a: <input checked="" type="checkbox"/> City/Town/County (circle) <input type="checkbox"/> Other	
Mayor/Supervisor/Chairman/President: <u>CLIVIA MORGES, BOARD CHAIRMAN</u>			
Contact Person and Title: <u>RED PRATT, ADMIN. CHIEF / GRANTS ADMIN.</u>			
Applicant Address (administrative office): <u>3988 Dudleyville Rd</u>			
City: <u>WINKELMAN, AZ</u>		Zip Code: <u>85192</u>	
Applicant Mailing Address (if different): <u>PO Box 350</u>			
City: <u>WINKELMAN, AZ</u>		Zip Code: <u>85192</u>	
Phone Number: <u>520-343-8231</u>		Fax Number:	
E-mail Address: <u>cliviadudleyville@gmail.com</u>			
Fiscal Agent for any Applicant that is not a City, Town, or County (Special Taxing Districts/Fire Districts must have a Fiscal Agent)			
Contact Person: <u>HEATHER PATRICK, GRANTS ADMIN, PINAL COUNTY</u>			
City/Town/County Mailing Address: <u>PO Box 1348</u>			
City: <u>FLORENCE, AZ</u>		Zip Code: <u>85132</u>	
Phone Number: <u>520-866-6422</u>		Fax Number:	
E-mail Address: <u>HEATHER.PATRICK@PINAL.GOV</u>			

Program or Project Name: <u>DVFD FIRE STA. EXPANSION</u>	
Purpose (Check all that apply) <input type="checkbox"/> education <input checked="" type="checkbox"/> public safety <input type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development	
Purpose of Grant (brief statement): <u>THE FIRE STATION IS IN DIRE NEED OF MODERNIZATION AND EXPANSIONS - TO IMPROVE THE HEALTH + SAFETY OF FIREFIGHTERS. THIS INCLUDES ADDING 2 BUDS TO THE N.E.S. OF EXISTING BLDG. WORK IS TO PROTECT NEW APPARATUS PURCHASED, ADD KITCHEN, STORAGE, BUNKS, BEGINNING AND ENDING DATE OF EQUIP STORAGE, PPE, AND DECON ROOM.</u>	
Program or Project:	
Amount Requested: <u>est. \$501K</u>	Total Cost: <u>est. \$501K</u>
Geographic Area Served: <u>DUDLEYVILLE / COPPER CORRIDOR</u>	

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature:  Date: 4/2/21
For the Applicant:

Typed/Printed Name and Title: RED PRATT, ADMIN. CHIEF

For the Fiscal Agent: _____ Date: _____
(If applicable)

Typed/Printed Name and Title: _____



CTD-FIRESCAPES

P.O. Box 2006, Mesa, AZ 85214 email: firech625@gmail.com cell: 480-313-2928

MEMORANDUM # 32B

To: Ak-Chin Indian Community Council

Fr: Rod Prast, CEP, Fire Chief (ret), Grant Writer/Administrator/ Representative for Dudleyville Fire District

Date: 5/30/21

Subj: Public Safety Grant Proposal Application – 2021 ---[Fire Station Upgrades]

To Members of Grant Proposal Review Committee:

As the Contracted grant administrator for the Dudleyville Fire District & Admin. Chief, I am submitting our RFP/Grant Proposal for consideration for the 2021 Ak-Chin Indian Community Council's revenue sharing program.

A. Purpose of Project:

This project will assist the Dudleyville Volunteer Fire Department with the immediate need of Upgrading/remodel of the fire station; and have facilities that can support the newer fire apparatus that we have/intent to purchase---to enhance our future ability to protect our community and mutual aid partners. When the Committee approved our revised grant in 2019, we have been working hard on acquiring and replacing vehicles. The recent devastating fire we experienced---left 17 families homeless, 30 buildings/homes lost, and millions of dollars in damages. AND---had we had an operating Tender and other fire apparatus, we probably could've saved some homes. It was unfortunate we didn't have our new engine in service—but the Board/Chief wanted some upgrades to the truck, including primarily Air Conditioning. Unfortunately, the Pandemic has caused a lot of long-term problems---including parts, supplies, etc. The supply chain has been severely disrupted and costs are soaring! The engine is expected to be finished by mid-June. The only 2 first out trucks are the brush trucks—and they only carry about 300g between both—and the fire station was designed in 2001 to accommodate no future development nor planning. So our need remains incredibly great! The pics shown in the attachments give you a pic of how bad the fire was. The Project goals & Objectives have been since 2019---upgrade/provide safer, reliable fire apparatus by which to protect our citizens, our customers, and support the Regional Mutual Aid Cities that we're a part of. For our timetable---that has always been a top Priority for us. Having dependable apparatus is so important.

Because of our poor annual budget and financial limitations, it is very frustrating for our Fire District to afford any apparatus, equipment, or modern upgrades to the Station (built in 2001). The best options for upgrading the Fire Station to better capabilities and being multi-functional, the following components need to be added/improved:

1. Evaluate the current 3 bays to see if the newer engines that are purchased or planned for future purchases will fit into the bays. There is storage, turnout racks, etc behind the trucks and unable to park trucks inside. The bays are currently 60x40 ft in length/width.
2. Adding a 2nd building to the North lot for newer apparatus, move storage, firefighter equipment, etc to there (2-bay addition) will give more room at the station. And possibly a safety drive-thru bays may be possible; which is great, as that eliminates a safety hazard—backing up. Backing up has had a history of injuring and killing firefighters.
3. Adding a 3rd building to the South area for a kitchen and bunks. Appropriate HVAC system in place for positive air flow.

4. HVAC neg. air flow system in place for N. bldg and Main (current) 3 bays to remove carcinogenic diesel fumes automatically. NFPA and other agencies had determined that inhaling diesel fumes can cause cancer, a serious job-related hazard.
5. Installing a DECON area for washing turnouts, protecting PPE, and washer/dryer helps keep hazards, chemicals, and carcinogens away from staff and firefighters.

B. Population demographics/Benefits:

The population served by the Dudleyville Fire District is approx. 959 residents with approx. 58% are Hispanic descent, 30% white and the remaining 20% are a mixture. Our area is an economically depressed region as the result of a major copper mine shutting down here 13 years ago. The region has never recovered from the impact of this event. The potential for large, rapid fires is evident as mentioned in Attachment 1. Add the extreme remoteness of our region, lack of quick response mutual aid resources, the potential for large Wildland fires, and an aging population, the need is extreme for acquiring much-needed fire apparatus that are/is less than 40 yrs old! And having reliable trucks or Water Tender that have upgraded, current fire and medical equipment, will give us advantages and provide good service for fire and medical emergencies. Safe—Reliable Care is the DFD's Mission Statement, and this apparatus will help meet that goal! Of course, the residents of the region, of Dudleyville, and the traveling public will benefit from having a new tender.

C. Perceived Need-How Addressed:

This project will assist the Dudleyville Volunteer Fire District, a District that will be celebrating its 50-yr history this year! The District is one of the 'anchor' residential communities in the Copper Corridor, whereas Dudleyville is part of 8 'bedroom communities' along the SR 177-SR77 corridor. Several years ago, the San Manuel Copper Mine was very active and provided work and employment to many residents, who chose to settle down in the region; and later, to several generations of mining families still reside here today.

Heavy vehicular travel coming from the Phoenix Metro Valley, travel thru the Superior area, and either travel along the highways heading to the San Carlos Casino or travel to the Tucson area by way of Hayden, Winkelman, Dudleyville, Mammoth, Oracle, and Golder Ranch/Oro Valley. This can result in serious accidents, vehicle fires, and Haz Mat Incidents on Hwy 77.

Dudleyville is also part of the Pinal County Fire Mutual Aid Consortium pact that outlines that all fire department members will participate/assist each other for fire/medical incidents, regardless of jurisdictional boundaries. Providing critical Fire/EMS services to the entire region is important protecting lives and property, including underserved communities that lie along the Copper Corridor. This RFP Project addressed a critical fire protection need for the residents and the commercial properties that lie within and surround the Dudleyville area. The immense need exists for providing adequate fire protection and supporting a fire station facility that can meet the current—and future needs of the District and Community. And the ability to offer fire services to neighboring communities is severely limited—this is due to the fact that the entire DFD apparatus equipment are an average of 40 yrs. old., and small in stature. The station needs to meet the current needs of modern fire apparatus. The National Fire Protection Association (NFPA), a professional fire protection Association founded in 1896; and has the roles of promoting the science and improving the methods of fire protection and prevention, electrical safety, and other related safety goals. It also has created 'guiding documents' for fire department operations for apparatus safety, apparatus use, promoting firefighter safety, and assisting fire departments with guidelines by which to meet the mission of fire organizations—and that is protecting lives and property in the communities they serve.

For a fire department to be sustainable, and provide minimum, adequate fire protection services, the residents expect that a fire department be able to receive the emergency information, have staff adequately trained to respond, and have apparatus and equipment that is capable and 'modern-enough' in order to meet the NFPA mission of providing adequate fire protection and able to extinguish various types of fires and wildland fires. DVFD currently has only about 350gal in their entire 1st out fleet. The current fire station is woefully out of functional standards—The 40x80 ft bays cannot accommodate the necessary trucks needed to fulfill the fire protection and EMS mission; there are no safety components installed---no HVAC, no DECON room, poor—to no storage, no cabinets, no kitchen, and no bunks for volunteer firefighters who want to stay at the station.

[See Attachment 1]—in reference to 3 serious wildfires that occurred in Dudleyville from arson, one in 2005, (Roach Fire, 2017) destroyed 3-4 structures, was 35 acres, and required a Type 3 Wildland Incident Management team; & the (Margo Fire, 2021) that destroyed 30 buildings and homes on 26 land parcels. 17 families were displaced, Total home/structure losses are TBD, and Az State Forestry estimates Firefighting costs around \$1M [FEMA provided additional FF funds thru a FMAG—Firefighting Grant]. None of that went towards helping the FD or families that lost everything. Even the lead dispatcher for the FD lost her home. Had the FD had at least 1 operating tender for water shuttle, there would've been good reason to save some homes. As it was, when the 2 brush trucks ran out of water, they had to travel 20 min. to refill—thus expanding and extending the fire in the River bottom as several homes were threatened.

D. Other funding requests Applied/Awarded:

- a) 2018-Approved/awarded \$20,000 from San Carlos Apache Tribe Casino. Monies used to purchase 3 handheld fire radios, 3 mobile radios, new base station and antennae. Total cost was \$23,000.
- b) 2019-Awarded \$133,298 for purchase of "2-3 fire apparatus (engines, equipment, and Tender) & HVAC system." So far we've been able to purchase 1 newer engine plus upgrades/repairs are costing \$24,000. We have to outfit the engine w/fire equipment, hoses, nozzles, PPE, EMS gear/supplies. Currently \$75K left to spend on Tender & Engine equipment and supplies.
- c) 2021—Curr looking at a reserve engine and older Tender to 'have for immediate emergency use' for ~\$42K. But the Tender won't last for many years to come. This Chief is looking at 10-15 yrs. In the future to support the FD to maintain and improve their level of service with adequate equipment and apparatus.
- d) No other grants awarded by other Tribes.
- e) Currently applying to TOO and USDA for Grants for apparatus and Fire Station upgrades, respectfully.
- f) USDA Rural Development Grants/Loans may help us in the intermediately or at least get started. We're also working with Bill H./Az Fire Apparatus.

E. New/Ongoing Project? This would be classified as a new project with critical needs. After grant funding is complete, and then this Chief will continue to pursue other critical and important projects/items that the District needs---and cannot afford on a \$52K budget (after these fire losses). Any monies awarded from this grant will help offset the critical needs we have; and we have many.

F. Has entity Received a 12% distribution from AKIC or any Az Tribes?: See #D-a,b notation

G. Grant Progress reporting: Chief Prast has extensive experience doing quarterly reporting for Tribal grants, State grants-Gov Ofc Hwy Safety, and other required reporting utilizing GAP and monthly reports to the Tribe. Based on the past experience with the Tribe's desires, initial reporting is appreciated, as well as a closeout report within that year. Normally, I do a quarterly reporting and manage all receipts that match—and forward to the Fire District Bookkeeper. We are a fiscal-responsible organization and very ethical in our actions and dealings.

H. Budget Components:

Because of our poor annual budget and financial limitations, it is very frustrating for our Fire District to afford any apparatus or equipment—whether it is in new/new-used condition. Over the past short years, we have been blessed—and very thankful for the 2 engines donated to us by the Hayden and San Manual Fire Departments; but we have had to invest a significant amount of money into these trucks, as it is an extreme hardship even to repair these trucks to keep them running. We desperately need fire apparatus that are dependable and lower in cost to operate. Our Fire Tender is down permanently due to blown engine. We put in for a FEMA AFG Grant to fund a new Tender in 2/21, but results won't be in until 6/21 to see if we were selected. And that's why I'm putting in this grant for Fire Station Upgrades—immediate needs for modernization and supporting the grant program for vehicle replacements.

Some key components that affect our ability to get a loan for station upgrades are:

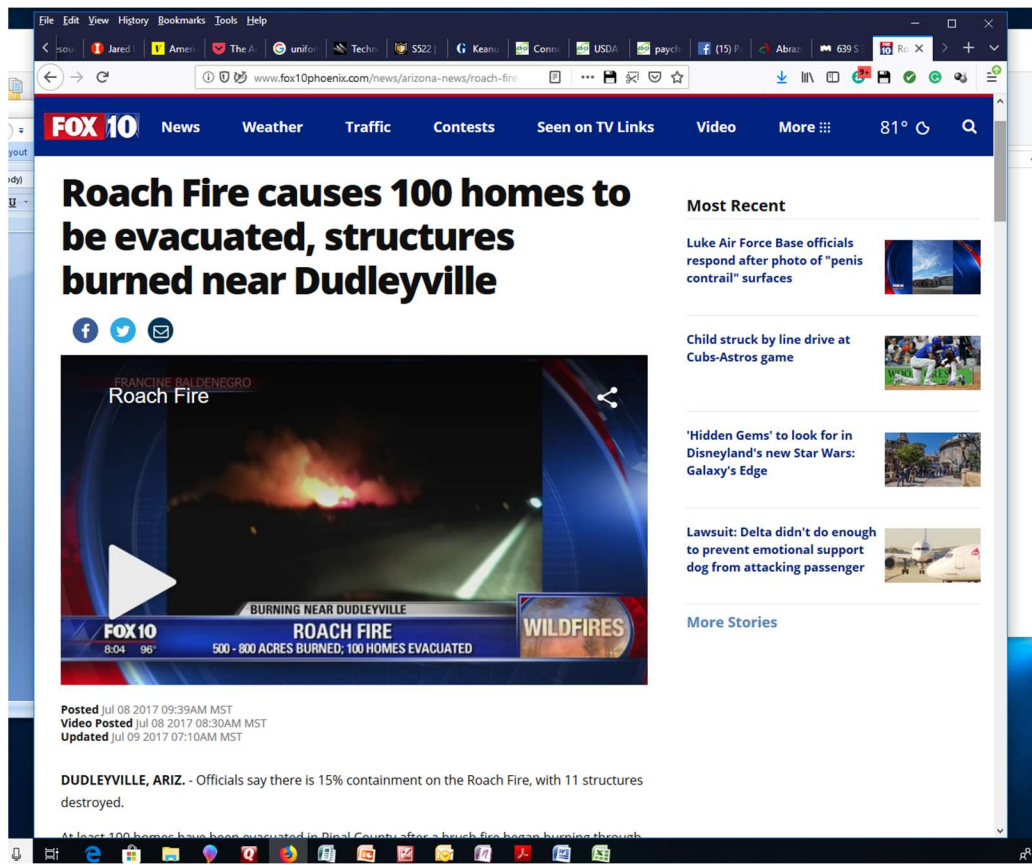
- a. Over the past 5 years, Pinal County has allowed some homeowners to claim a hardship claim that has a provision that the elderly don't have to pay property taxes
- b. The annual operating budget has dropped 15% in the past 4 years. [now \$72.4K]
With such a small annual budget, the ability of the Fire District to afford to make any upgrades to the station is impossible without Grant assistance. **(Attachment 2)**
- c. Current budget for Station repairs is \$3,000/a year. The requested amount of \$501,000 is an est. with all the challenges of the Pandemic. Those variables include a higher than normal price of construction materials, a reduction in the availability of materials, cost of labor, travel, Additional costs of architect plans, filing fees, plans, and unforeseen costs could raise/or reduce the est. cost. (\$17K. **(Attachment 3)**. I've attached budgets for FY2019 and FY2020.
- d. **Another critical component is that w/this devastating home losses, that eliminates our tax base for quite a while—resulting in an ext. 24% loss in our budget this year---another terrible hit that is heartbreaking!**

I. Identify designated Contact Person & Alternate Contact Person & Info:

1. Primary Contact Person: Rod Prast, Admin. Chief/Grants Administrator, Fire Chief(ret)
Address-639 S. 39 St., Mesa, Az 85206. Email-firech625@gmail.com
2. Alternate Contact: Olivia Morales, Dudleyville Fire District Chairperson
Add-PO Box 646, Winkelman, Az 85192, ph-520-343-8231. Email-oliviadville@gmail.com

- J. Priority Category:** Public Safety & Property Protection. Having the opportunity to apply and provide critical needs to Dudleyville VFD—is gratifying; as this Chief has tremendous opportunity to make an impact and help others---as I did at my 'Founding' Fire Dept, Pinal Fire/Medical District in 2015.
We have sent our proposal to the Pinal County BOS for support/approval/representation.

Attachment 1: (Roach Fire, 2017)

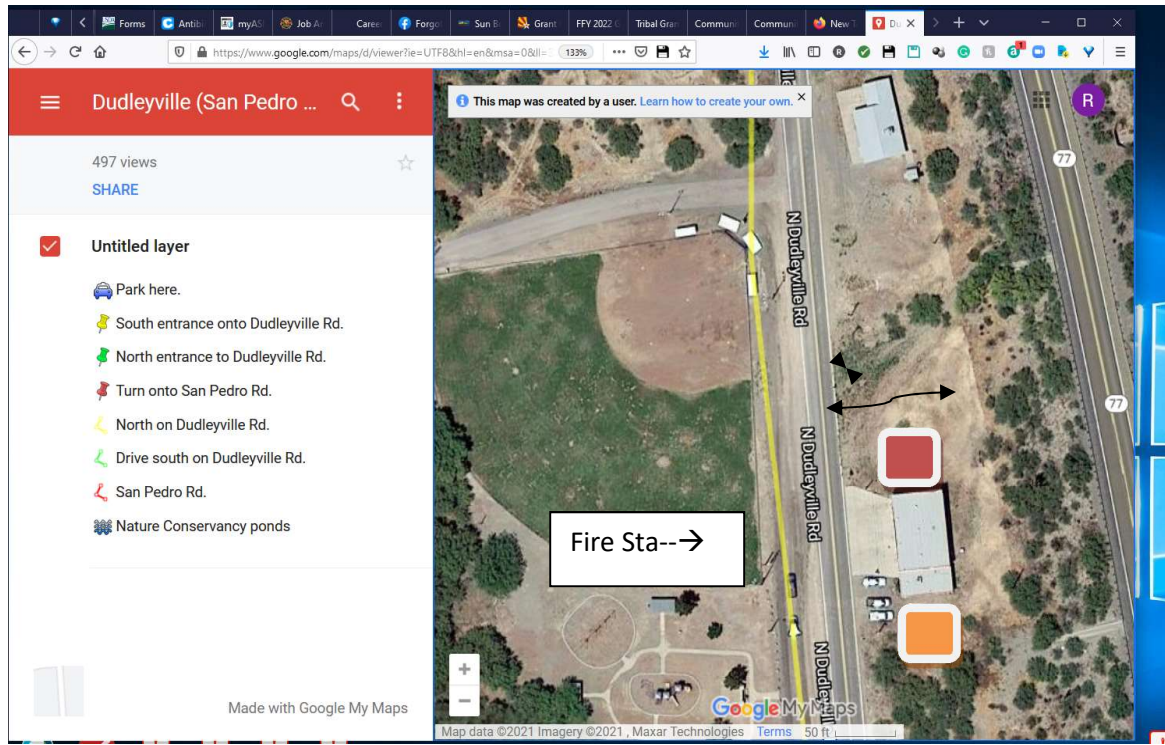


Attachment 1: (Margo Fire, 2021)





Attachment 3: Map of station:



*****The proposed changes to below the Fire Station (lower bldg Orange) include a kitchen/bunk/day room to the South; and 2 bays building to the North (upper bldg Red). Est. total 2400 sf.***



PINAL COUNTY
WIDE OPEN OPPORTUNITY

**Proposition 202 Tribal Gaming
Application Support Form**

Name of Tribal Entity:	
Due Date:	
Name of Nonprofit Organization:	
Contact Person:	
Contact Person Title:	
Mailing Address:	
Street Address:	
Phone:	
E-mail: <small>This will be the email address the resolution and signed coversheet will be sent when completed.</small>	
Website Address:	
Attachment Checklist	<ul style="list-style-type: none">• Application Support Form• IRS 501 © 3 designation letter• Completed application including coversheet
Project Name:	
Amount of Funding Being Requested:	
Summary of Project:	
Summary of How Project Benefits Pinal County Residents	
Name and Signature of Agency Director:	

Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: <u>Doolleyville Vol. Fire Department</u>		Applicant is a: <input checked="" type="checkbox"/> City/Town/County (circle) <input type="checkbox"/> Other	
Mayor/Supervisor/Chairman/President: <u>CLIVIA MORALES, BOARD CHAIRMAN!</u>			
Contact Person and Title: <u>ROD PLAST, ADMIN. CHIEF / GRANTS ADMIN.</u>			
Applicant Address (administrative office): <u>3988 Doolleyville Rd.</u>			
City: <u>WINKELMAN, AZ</u>		Zip Code: <u>85192</u>	
Applicant Mailing Address (if different): <u>PO Box 350</u>			
City: <u>WINKELMAN, AZ</u>		Zip Code: <u>85192</u>	
Phone Number: <u>520-343-8231</u>		Fax Number:	
E-mail Address: <u>cliviadville@gmail.com</u>			
Fiscal Agent for any Applicant that is not a City, Town, or County (Special Taxing Districts/Fire Districts must have a Fiscal Agent)			
Contact Person: <u>HEATHER PATEL, GRANTS ADMIN., PINAL COUNTY</u>			
City/Town/County Mailing Address: <u>PO Box 1348</u>			
City: <u>FLORENCE, AZ</u>		Zip Code: <u>85132</u>	
Phone Number: <u>520-866-6422</u>		Fax Number:	
E-mail Address: <u>HEATHER.PATEL@PINAL.GOV</u>			

Program or Project Name: <u>FIRE APPARATUS - TACTICAL TENDER</u>	
Purpose (Check all that apply) <input type="checkbox"/> education <input checked="" type="checkbox"/> public safety <input type="checkbox"/> health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input type="checkbox"/> economic and community development	
Purpose of Grant (brief statement): <u>PROVIDE THE FINANCIAL SUPPORT FOR NEW TACTICAL TENDER (2500-3000 gal)</u> <u>*IF FEMA GRANT DOESN'T GET APPROVED/FUNDED IN 6/21, THE CURRENT TENDER</u> <u>IS PERMANENTLY OUT OF SERVICE WITH A BLOWN ENGINE.</u>	
Beginning and Ending Date of Program or Project: <u>2021 - 2023</u>	
Amount Requested: <u>\$27K or \$312K</u>	Total Cost: <u>\$27K or \$312K</u>
Geographic Area Served: <u>Doolleyville / COFFEY CORRIDOR</u>	

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature:  Date: 6/2/21

For the Applicant: ROD PLAST, ADMIN. CHIEF

For the Fiscal Agent: _____ Date: _____

(If applicable)

Typed/Printed Name and Title: _____



CTD-FIRESCAPES

P.O. Box 2006, Mesa, AZ 85214 email: firech625@gmail.com cell: 480-313-2928

MEMORANDUM # 32A

To: Ak-Chin Indian Community Council

Fr: Rod Prast, CEP, Fire Chief (ret), Grant Writer/Administrator/ Representative for Dudleyville Fire District

Date: 5/30/21

Subj: Public Safety Grant Proposal Application – 2021 ---[Fire Apparatus-Tender]

To Members of Grant Proposal Review Committee:

As the Contracted grant administrator for the Dudleyville Fire District & Admin. Chief, I am submitting our RFP/Grant Proposal for consideration for the 2021 Ak-Chin Indian Community Council's revenue sharing program.

A. Purpose of Project:

This project will assist the Dudleyville Volunteer Fire Department with the immediate critical need of having a Fire Tender with a min. of 2500-3000gal. that is either a new-build or late model truck that is dependable and sustainable. When the Committee approved our revised grant in 2019, we have been working hard on acquiring and replacing vehicles. Currently the front out engine is in the shop for retro-fitting for A/C and some mechanical issues addressing. A 2nd engine and temp. tender are in the staging arena, awaiting Board review/decision asap. I have re-submitted a request for a Tender (same as in 2019), in case our AFG Grant we wrote 2/21 doesn't get approved/funded. The recent devastating fire we experienced---left 17 families homeless, 30 buildings/homes lost, and millions of dollars in damages. AND---had we had an operating Tender, we probably could've saved some homes. It was unfortunate we didn't have our new engine in service---but the Board/Chief wanted some upgrades to the truck, including primarily Air Conditioning. Unfortunately, the Pandemic has caused a lot of long-term problems---including parts, supplies, etc. The supply chain has been severely disrupted and costs are soaring! The engine is expected to be finished by mid-June. If the Tender is approved by FEMA, then it will take 1+ years to get it. In the meantime, having no water supply to carry---is incredible difficult, and painful. The only 2 first out trucks are the brush trucks---and they only carry about 300g between both. So our need remains incredibly great! The pics shown in the attachments give you a pic of how bad the fire was. The Project goals & Objectives have been since 2019---upgrade/provide safer, reliable fire apparatus by which to protect our citizens, our customers, and support the Regional Mutual Aid Cities that we're a part of. For our timetable---that has always been a top Priority for us. Having dependable apparatus is so important.

B. Population demographics/Benefits:

The population served by the Dudleyville Fire District is approx. 959 residents with approx. 58% are Hispanic descent, 30% white and the remaining 20% are a mixture. Our area is an economically depressed region as the result of a major copper mine shutting down here 13 years ago. The region has never recovered from the impact of this event. The potential for large, rapid fires is evident as mentioned in Attachment 1. Add the extreme remoteness of our region, lack of quick response mutual aid resources, the potential for large Wildland fires, and an aging population, the need is extreme for acquiring much-needed fire apparatus that are/is less than 40 yrs old! And having reliable trucks or Water Tender that have upgraded, current fire and medical equipment, will give us advantages and provide good service for fire and medical emergencies. Safe

—Reliable Care is the DFD’s Mission Statement, and this apparatus will help meet that goal! OF course, the residents of the region, of Dudleyville, and the traveling public will benefit from having a new tender.

C. Perceived Need-How Addressed:

This project will assist the Dudleyville Volunteer Fire District, a District that will be celebrating its 50- yr history this year! The District is one of the ‘anchor’ residential communities in the Copper Corridor, whereas Dudleyville is part of 8 ‘bedroom communities’ along the SR 177-SR77 corridor. Several years ago, the San Manuel Copper Mine was very active and provided work and employment to many residents, who chose to settle down in the region; and later, to several generations of mining families still reside here today.

Heavy vehicular travel coming from the Phoenix Metro Valley, travel thru the Superior area, and either travel along the highways heading to the San Carlos Casino or travel to the Tucson area by way of Hayden, Winkelman, Dudleyville, Mammoth, Oracle, and Golder Ranch/Oro Valley. This can result in serious accidents, vehicle fires, and Haz Mat Incidents on Hwy 77.

Dudleyville is also part of the Pinal County Fire Mutual Aid Consortium pact that outlines that all fire department members will participate/assist each other for fire/medical incidents, regardless of jurisdictional boundaries. Providing critical Fire/EMS services to the entire region is important protecting lives and property, including underserved communities that lie along the Copper Corridor. This RFP Project addressed a critical fire protection need for the residents and the commercial properties that lie within and surround the Dudleyville area. The immense need exists for providing adequate fire protection for the Dudleyville Fire District residents and ability to offer fire services to neighboring communities is severely limited—this is due to the fact that the entire DFD apparatus equipment are an average of 40 yrs. old. The National Fire Protection Association (NFPA), a professional fire protection Association founded in 1896; and has the roles of promoting the science and improving the methods of fire protection and prevention, electrical safety, and other related safety goals. It also has created ‘guiding documents’ for fire department operations for apparatus safety, apparatus use, promoting firefighter safety, and assisting fire departments with guidelines by which to meet the mission of fire organizations—and that is protecting lives and property in the communities they serve. NFPA states that apparatus should be retired after 25 years, due to the risk of fire apparatus reliability and functionality and being cost-effective to operate and maintain.

For a fire department to be sustainable, and provide minimum, adequate fire protection services, the residents expect that a fire department be able to receive the emergency information, have staff adequately trained to respond, and have apparatus and equipment that is capable and ‘modern-enough’ in order to meet the NFPA mission of providing adequate fire protection and able extinguish various types of fires and wildland fires. DVFD currently has only about 350gal in their entire 1st out fleet. The Tender is permanently down.

[See Attachment 1]—in reference to 3 serious wildfires that occurred in Dudleyville from arson, one in 2005, (Roach Fire, 2017) destroyed 3-4 structures, was 35 acres, and required a Type 3 Wildland Incident Management team; & the (Margo Fire, 2021) that destroyed 30 buildings and homes on 26 land parcels. 17 families were displaced, Total home/structure losses are TBD, and Az State Forestry estimates Firefighting costs around \$1M [FEMA provided additional FF funds thru a FMAG—Firefighting Grant}. None of that went towards helping the FD or families that lost everything. Even the lead dispatcher for the FD lost her home. Had the FD had at least 1 operating tender for water shuttle, there would’ve been good reason to save some homes. As it was, when the 2 brush trucks ran out of water, they had to travel 20 min. to refill—thus expanding and extending the fire in the River bottom as several homes were threatened.

D. Other funding requests Applied/Awarded:

- a) 2018-Approved/awarded \$20,000 from San Carlos Apache Tribe Casino. Monies used to purchase 3 handheld fire radios, 3 mobile radios, new base station and antennae. Total cost was \$23,000.
- b) 2019-Awarded \$133,298 for purchase of “2-3 fire apparatus (engines, equipment, and Tender) & HVAC system.” So far we’ve been able to purchase 1 newer engine plus upgrades/repairs are costing \$24,000. We have to outfit the engine w/fire equipment, hoses, nozzles, PPE, EMS gear/supplies. Currently \$75K left to spend on Tender & Engine equipment and supplies.
- c) 2021—Curr looking at a reserve engine and older Tender to ‘have for immediate emergency use’ for ~\$42K. But the Tender won’t last for many years to come. This Chief is looking at 10-15 yrs. In the future to support the FD to maintain and improve their level of service with adequate equipment and apparatus.
- d) No other grants awarded by other Tribes.
- e) Currently applying to TOO and USDA for Grants for apparatus and Fire Station upgrades, respectfully.
- f) USDA Rural Development Grants/Loans may help us in the intermediately or at least get started. We’re also working with Bill H./Az Fire Apparatus.

E. New/Ongoing Project? This would be classified as an ongoing project with critical needs. After grant funding is complete, and then this Chief will continue to pursue other critical and important projects/items that the District needs---and cannot afford on a \$52K budget (after these fire losses). Any monies awarded from this grant will help offset the critical needs we have; and we have many.

F. Has entity Received a 12% distribution from AKIC or any Az Tribes?: See #D-a,b notation

G. Grant Progress reporting: Chief Prast has extensive experience doing quarterly reporting for Tribal grants, State grants-Gov Ofc Hwy Safety, and other required reporting utilizing GAP and monthly reports to the Tribe. Based on the past experience with the Tribe’s desires, initial reporting is appreciated, as well as a closeout report within that year. Normally, I do a quarterly reporting and manage all receipts that match—and forward to the Fire District Bookkeeper. We are a fiscal-responsible organization and very ethical in our actions and dealings.

H. Budget Components:

Because of our poor annual budget and financial limitations, it is very frustrating for our Fire District to afford any apparatus or equipment—whether it is in new/new-used condition. Over the past short years, we have been blessed—and very thankful for the 2 engines donated to us by the Hayden and San Manual Fire Departments; but we have had to invest a significant amount of money into these trucks, as it is an extreme hardship even to repair these trucks to keep them running. We desperately need fire apparatus that are dependable and lower in cost to operate. Our Fire Tender is down permanently due to blown engine. We put in for a FEMA AFG Grant to fund a new Tender in 2/21, but results won’t be in until 6/21 to see if we were selected. And that’s why I’m putting in this grant for a Tender, in case we don’t get chosen.

Two key components that affect our ability to purchase/lease fire apparatus are:

- a. Over the past 5 years, Pinal County has allowed some homeowners to claim a hardship claim that has a provision that the elderly don’t have to pay property taxes
- b. The annual operating budget has dropped 15% in the past 4 years. [now \$72.4K]
With such a small annual budget, the ability of the Fire District to afford a newer vehicle is virtually impossible without Grant assistance. **(Attachment 2)**
- c. Current budget for Equipment repairs is \$3,000/a year. The requested amount of \$322,000 goes for \$280-\$295K for cost of the new Tender, and \$27,000 for equipment and training on

the rig. Should that be awarded on the FEMA grant, the requested amount would be \$27K. **(Attachment 3)** I've attached budgets for FY2019 and FY2020.

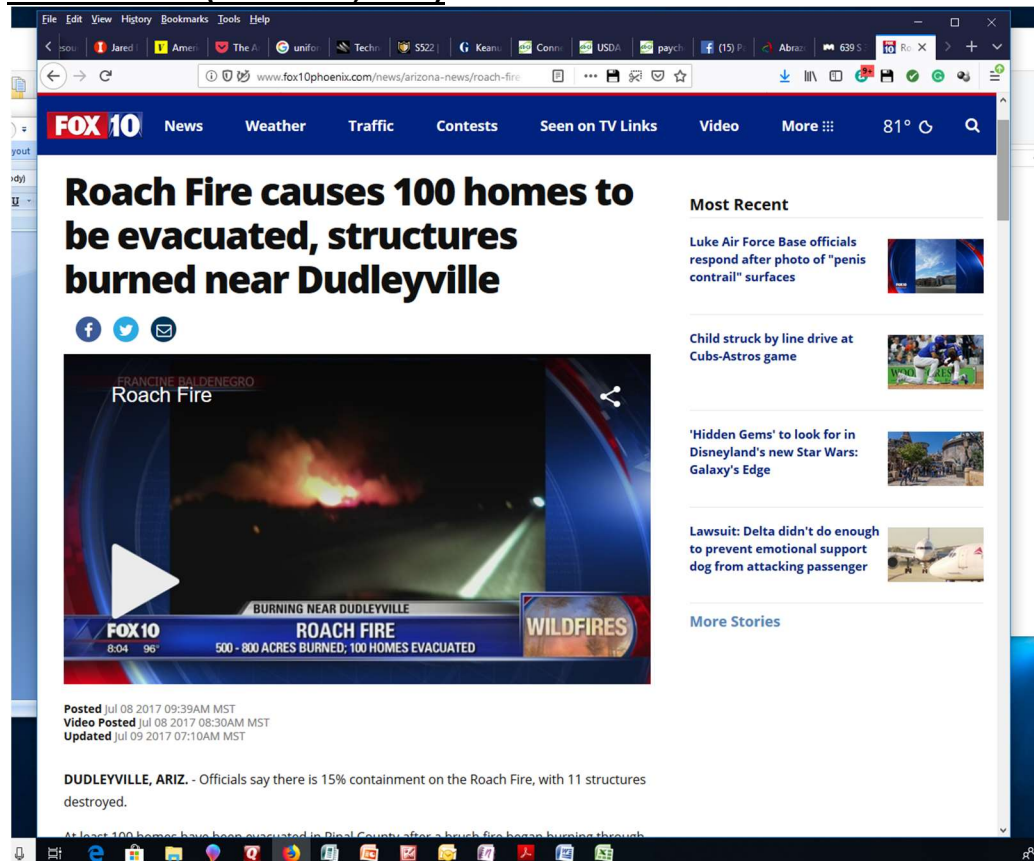
- d. **Another critical component is that w/this devastating home losses, that eliminates our tax base for quite a while—resulting in an ext. 24% loss in our budget this year---another terrible hit that is heartbreaking!**

I. Identify designated Contact Person & Alternate Contact Person & Info:

1. Primary Contact Person: Rod Prast, Admin. Chief/Grants Administrator, Fire Chief(ret)
Address-639 S. 39 St., Mesa, Az 85206. Email-firech625@gmail.com
2. Alternate Contact: Olivia Morales, Dudleyville Fire District Chairperson
Add-PO Box 646, Winkelman, Az 85192, ph-520-343-8231. Email-oliviadville@gmail.com

- J. Priority Category:** Public Safety & Property Protection. Having the opportunity to apply and provide critical needs to Dudleyville VFD—is gratifying; as this Chief has tremendous opportunity to make an impact and help others---just like I did at my Founding Fire Dept, Pinal Fire/Medical District in 2015. We have sent our proposal to the Pinal County BOS for support/approval/representation.

Attachment 1: (Roach Fire, 2017)



Attachment 1: (Margo Fire, 2021)







AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-AKCHIN-NAC authorizing the submission of an application for the Ak-Chin Indian Community Shared Revenue Program Funds for Native American Connections. (Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History	Who	Approval
Time		
6/14/2021 12:26 PM	County Attorney	Yes
6/15/2021 11:45 AM	Budget Office	Yes
6/16/2021 12:15 PM	County Manager	Yes
6/16/2021 1:51 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-AKCHIN-NAC

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AK-CHIN INDIAN COMMUNITY SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Ak-Chin Indian Community wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Ak-Chin Indian Community requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Ak-Chin Indian Community Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Ak-Chin Indian Community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Ak-Chin Indian Community Shared Revenue Program funds and
2. Certifies that the application from the **Native American Connections** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Ak-Chin Indian Community; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest

Clerk of the Board:


Date



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Proposition 202 Tribal Gaming Application Support Form

Name of Tribal Entity:	AkChin Indian Community
Due Date:	July 9, 2021
Name of Nonprofit Organization:	Native American Connections
Contact Person:	Diana Yazzie-Devine
Contact Person Title:	President/CEO
Mailing Address:	4520 N. Central Ave., Ste. 600, Phoenix, AZ 85012
Street Address:	4520 N. Central Ave., Ste. 600, Phoenix, AZ 85012
Phone:	(602) 254-3247
E-mail: <small>This will be the email address the resolution and signed coversheet will be sent when completed.</small>	d.devine@nativeconnections.org; m.cordova@nativeconnections.org
Website Address:	www.nativeconnections.org
Attachment Checklist	<ul style="list-style-type: none">• Application Support Form• IRS 501 © 3 designation letter• Completed application including coversheet
Project Name:	Phoenix Indian School Visitor Center
Amount of Funding Being Requested:	\$25,000
Summary of Project:	The proposed project's main purpose is to tell the untold story of the Phoenix Indian School and its alumni and to show how this story relates to the larger history of American Indian
Summary of How Project Benefits Pinal County Residents	NAC and its main community partners (Phoenix Indian Center, Heard Museum) aim to engage both Native American and non-Native audiences to share this important story more widely among Arizonans, including Pinal County residents,
Name and Signature of Agency Director:	 Diana Yazzie-Devine, MBA, President/CEO

Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant:		Applicant is a: <input type="checkbox"/> City/Town/County (circle) <input checked="" type="checkbox"/> Other <u>Nonprofit</u>	
Mayor/Supervisor/Chairman/President: Diana Yazzie-Devine, President/CEO			
Contact Person and Title: Margot Cordova, Grants Manager			
Applicant Address (administrative office): 4520 N. Central Avenue, Ste. 600			
City: Phoenix		Zip Code: 85012	
Applicant Mailing Address (if different):			
City:		Zip Code:	
Phone Number:		Fax Number:	
E-mail Address:			
Fiscal Agent for any Applicant that is not a City, Town, or County (<i>Special Taxing Districts/Fire Districts must have a Fiscal Agent</i>)			
Contact Person: Heather Patel, GPC Grants Administrator			
City/Town/County Mailing Address: Pinal County, P.O. Box 1348, Florence, AZ 85132			
City: Florence, AZ:		Zip Code: 85132	
Phone Number: (520) 866-6422		Fax Number:	
E-mail Address: heather.patel@pinal.gov			
Program or Project Name:			
Purpose (Check all that apply) <input checked="" type="checkbox"/> education <input type="checkbox"/> public safety <input checked="" type="checkbox"/> Health <input type="checkbox"/> environment <input type="checkbox"/> promotion of commerce <input checked="" type="checkbox"/> Economic and community development			
Purpose of Grant (brief statement):			
The AkChin Indian Community's state shared revenue would be used to support the ongoing growth of education, health/wellness and nutrition, and community economic development programs occurring at the Phoenix Indian School Visitor Center.			
Beginning and Ending Date of Program or Project: 1/1/22 to 12/31/22			
Amount Requested: \$25,000		Total Cost: \$213,670	
Geographic Area Served: Statewide including Pinal County, Maricopa County			

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes

Signature:

For the Applicant:



Date:

6-11-2021

Typed/Printed Name and Title: Diana Yazzie-Devine, President/CEO

For the Fiscal Agent:

Date:

(If applicable)

Typed/Printed Name and Title:

A. Purpose of Grant

Native American Connections (NAC) requests \$25,000 from the AkChin Indian Community's 2021 Prop 2020 12% grant program to support the Phoenix Indian School Visitor Center (PISVC), which operates in a renovated elementary school and music building on the site of former Phoenix Indian School (closed in 1990), located within the City of Phoenix's Steele Indian School Park. Since the opening of the PISVC in October 2017, NAC and its community partners (Phoenix Indian Center, City of Phoenix, Heard Museum) have been working to promote its use as a unique venue and means to bring indigenous-focused arts/cultural, education, health/wellness and nutrition, and community economic development programs to Arizona. The AkChin Indian Community's state shared revenue funding would be used to support ongoing delivery of these programs/activities.

Native American Connection's mission is "Improving the lives and individuals and families through Native American culturally appropriate behavioral health, affordable housing and community development services". Since 1972 Native American Connections (NAC) has been improving community health/wellness and increasing housing stability for individuals, children/youth, and families. NAC owns/operates 22 sites in the Greater Phoenix offering: integrated healthcare; affordable/ supportive housing (over 1,000 units/beds); and community development services to over 10,000 persons annually. NAC is a federally designated Urban Indian Organization as defined at 25 U.S.C § 1603(29) and has service contracts with two Indian Health Service (IHS) services areas: Phoenix Area (42 tribes) and Albuquerque (22 tribes), and 20 direct tribal contracts serving tribes in the Southwest.

Community Health/Wellness

- *Patina Mountain Preserve*-licensed 55-bed residential SUD treatment center for men (opened 2021)
- *Patina Wellness Center*- licensed 70-bed residential Substance Use Disorder (SUD) treatment center for women & their dependent children
- Outpatient Program SUD adult treatment services (ages 18 and older)
- Intensive/Standard Outpatient programs (SUD and co-occurring disorders) and General Mental Health programs offering following services: psychoeducational groups; peer support; individual, couples and family therapy; case management.
- Transition Age Youth (TAY) & Young adult SUD treatment services (ages 10-25). Intensive group treatment and home-based individual & family therapy for youth and families with SUD and/or co-occurring disorders.
- Integrated Healthcare Clinic at NACSC
- Traditional Healing: Sweat Lodges, Smudging/Purification, Talking Circles, Songs and Drumming, Red Road teachings, Native crafts, Storytelling.

Affordable and Supportive Housing

- 300 units of permanent supportive housing (homeless, disabled, special populations)
- 530 units of affordable housing for individuals, families, youth (age 18-24), and older adults
- 120 SUD residential beds for men, women & their dependent children
- 25 emergency housing beds for homeless youth (ages 18-24): Homebase program
- 28 recovery support and sober living housing beds:
 - *Pendleton Court* (10 beds for women)
 - *Indian Rehabilitation* (8 beds for men); *Patina Mountain Preserve* (10 beds for men- pending)

Community Development

NAC champions projects that strengthen the Native American community and celebrate its rich cultural history such as the Native American Community Service Center (NACSC) an 85,000 square foot Office Building (2007), co-owned/operated by NAC and Phoenix Indian Center, and the Phoenix Indian School Visitor Center (2017) located on site of former Phoenix Indian boarding school (1891-1990) in Steele Indian School Park and bringing indigenous arts/cultural, education, health/wellness, and community development programs to Arizona.

1. Project Description, Community Needs/Issues Addressed

The PISVC's main purpose is to tell the untold story of the Phoenix Indian School and its alumni and to show how this story relates to the larger history of American Indian Boarding Schools and Indian History in the Southwest and nationally. NAC and its main community partners (Phoenix Indian Center, City of Phoenix, Heard Museum) aim to engage both Native American and non-Native audiences to share this important story more widely among Arizonans and other visitors coming from throughout the United States and the world. The Phoenix Indian School and its three remaining buildings are a statewide tribal treasure; the renovation of the elementary school/music building and its reopening as the Phoenix Indian School Visitor Center remains an important cause for celebration and commemoration.

The proposed project addresses three of the program areas eligible for funding under the AkChin Indian Community's 12% grant program: education, health/wellness, economic and community development. The primary need which the program/project addresses is providing community education for both Native and non-Native audiences. The PISVC addresses this need by providing (a) community education opportunities to a wide audience (Native, non-Native) about Indian Boarding Schools and other related arts/cultural, humanities and social history topics and subject matter, and (b) opportunities to improve health/wellness and community economic development opportunities for the Greater Phoenix region's urban Native community members..

2. Target Population

The PISVC opened in October 2017 and is a continuing program/project which the AkChin Indian Community previously funded in its 2019 cycle. The PISVC is the smallest program operating under NAC's umbrella, and the only one delivering arts/cultural and humanities related activities/events targeted and intended for a wide community audience. During the PISVC's first year (8.5 months) of operations (10/17/17-6/30/18), around 5,000 individuals visited its gallery, attended events, and/or rented the facility. In November 2017, just one month after opening, the PISVC hosted 12 events/meetings for nonprofit, public, tribal, and private sector groups including: Intertribal Council of Arizona, Gathering of Native Americans, Heard Museum (Mellon Fellows), ASU's Center for Race and Democracy, YWCA, APS's Native American employee group. Subsequent events in 2017 included: movie night showing "Rumble: The Indians Who Rocked the World"; school field trips by K-12 student groups from throughout Arizona, Native American student graduation celebrations and family celebrations, etc. In FY19, its first full-year of operations (7/1/18-6/30/19), the Visitor Center exceeded the 5,000 attendance figure from Year One.

Until the onset of COVID-19, NAC was still on track to host/hold around 90 events at PISVC during FY2020, (the same/more than FY 2019); room rentals were averaging 8/month, including regular use by Bank of America's Community Relations/Development group, and the Phoenix Indian Medical Center for professional development purposes. COVID-19 became an issue in February 2020 as many entities began to cancel their events. In March 2020 the PISVC had just one paid rental, and 21 cancellations requiring refunds. The PISVC had been averaging \$5,000/month in rental revenue (\$2,000 more than monthly projections); rental revenue in March 2020 was just \$600.

The PISVC officially closed to the public for one-month (April 2020) in accordance with the Arizona Governor's issuance of a 30-day Stay at Home Executive Order, with exceptions made for certain essential services. NAC overall, is considered to be an essential service because of its provision of healthcare and social services. The Visitor Center remained closed after the order extended through 5/15/2020. NAC then developed new policies (four phases) to reopen the PISVC (June 1-July 31) that met federal/state public health and safety guidelines.

3. Goals and Objectives

The primary goal for PISVC programming in the next four years is to expand/enhance the number of: (1) arts/cultural (e.g. visual, performance, dance) and humanities events (e.g. storytelling, poetry readings, history presentations); (2) teacher and student education events, and (3) health/wellness and indigenous foods demonstrations held at the Phoenix Indian School Visitor Center in order to educate its target audiences and transform historical traumas and negative health/wellness legacies associated with U.S Indian Boarding School policies into a new legacy of health and healing among the urban Native and tribal communities in Greater Phoenix/Arizona.

4. Timetable for Implementation

NAC and its main community partners (Phoenix Indian Center, Heard Museum) will continue to plan and develop the variety of arts/culture, education, health/wellness, and community economic development program activities which will occur at the Phoenix Indian School Visitor Center in alignment with a July1-June30 fiscal year calendar.

The AkChin Indian Community's state shared revenue funds received via this request will be applied to programs/operations and gallery improvements necessary to deliver both in-person and virtual/hybrid programming and events occurring during the FY 2022 timeframe. NAC remains hopeful it will be able to address and overcome ongoing challenges presented by the pandemic as it works to secure more technology and equipment needed to hold/implement virtual/hybrid events at the PISVC such as:

1. Arts, Culture and Humanities

- Visitor Tours
- PISVC Gallery Exhibits/Displays
- Visual Arts, Music Performances, Dance
- Storytelling, Poetry readings, History presentations

2. Education (teachers, students)

- K-12 Teacher Education
- K-12 School Field Trips & Tours
- College/University Student Tours and Visits

3. Indigenous and Healthy Foods

- Use of Commercial Kitchen by Indigenous Chefs
- Indigenous Foods Demonstrations

Projected Metrics are as follows:

October 1, 2021 to September 30, 2022:

- Kitchen: 5 chefs of record achieved
- PISVC rental space: 8 events per month
- PISVC tours: 6 in-person tours per month
- PISVC virtual tours: 45 views per month

B. Resources

1. Funding Resources

NAC expects to cover operating expenses from a combination of the following ongoing sources:

- Earned Income/Rental Fees secured through renting of PISVC venue space
- Grants - Government/Tribal Nations grants
- Grants (Corporate, Foundation)
- Donations (Individuals, Corporate, in-kind support)

NAC has also submitted application requesting \$25,000 from both the Fort McDowell Yavapai Nation (sponsored by Maricopa County) and the Gila River Indian Community (GRIC) (sponsored by the City of Phoenix) for the upcoming program year. NAC also has received a three-year federal grant from the Administration for Native American Social and Economic Development Strategies (ANA-SEDS) to support the mission and purpose of the PISVC; NAC must provide a 20% non-federal match of its ANA-SEDS grant.

2. Project Partners

NAC will continue to work with the City of Phoenix, the Phoenix Indian Center, and the Heard Museum as its main and longstanding community partners to deliver the variety of arts/culture, education, health/wellness, and community economic development program events/activities which occurs at the Phoenix Indian School Visitor Center, and whose enhanced growth will endure.

3. Project Continuity & Sustainability

The Phoenix Indian School Visitor Center's is a continuing project whose annual operations and program costs/expenses are covered by the following sources: earned income/rental fees/private insurance), government/tribal, grants (foundation, corporate) and donations (monetary, in-kind). (*See B.1*)

4a. Unsuccessful 12% grant requests in last 18 months

- Tohono O’odham Nation (2018) – Patina Mountain Preserve Wellness Center

4b. Successful 12% grant requests in past five years

Since 2008, NAC has received \$1.875 million total in 12% payments from five tribal communities to benefit five projects/programs: Native American Community Service Center in mid-town Phoenix (opened 2007); Patina Wellness Center (opened 2016); Homebase Youth Services and other Homelessness support services; Phoenix Indian School Visitor Center (opened 2017); Patina Mountain Preserve Wellness Center (opened 2021). NAC has received two 12% distributions from AkChin Indian Community: PISVC (2019), Peer/Recovery Support & Sober Living (2020).

Year	Amount	Tribal Communities	Project/Program
2015	\$500,000	GRIC	Patina Wellness Center (Capital)
	\$25,000	SRPMIC	
2016	\$25,000	SRPMIC	
2017	\$50,000	TON	Phoenix Indian School Visitor Center (Capital, Operations).
2017	\$50,000	GRIC	Homebase Youth Services
2018	\$25,000	SRPMIC	Homeless/Residential Support Services
2019	\$50,000	SRPMIC	Patina Mountain Preserve
	\$25,000	FMYN	PISVC
	\$25,000	TON	PISVC
	\$25,000	AkChin	PISVC
2019-2020	\$500,000	GRIC (\$250K annually over two years)	Patina Mountain Preserve
2020	\$50,000	SRPMIC	Affordable/PSH Housing (DP-PMP campus)
2020	\$25,000	AkChin	Peer/Recovery Support and Sober Living Program

C. Reports

NAC owns and operates 22 sites (programs/operations) in Phoenix offering and providing access to integrated healthcare, affordable and supportive housing, and community development services. Each program has an array of public and private funding sources with significant financial management, accounting and reporting requirements.

NAC’s reporting on the proposed program’s progress/results will include completing monthly financials documenting revenues and expenses. Along with providing any required reporting to the AkChin Indian Community, NAC will be submitting quarterly program/financial reports and a consolidated annual report to the City of Phoenix Parks and Recreation Department.

D. Budget

NAC is requesting \$25,000 in funding from the AkChin Indian Community’s Prop 202-12% grant program. The total FY21 annual operating budget established for the Phoenix Indian School Visitor Center is \$213,670, which includes funding from a 3-year federal grant (2019-2022) secured from the Administration for Native Americans which will end on 9/30/2022. (See attachment)

E. Additional Information. None is being provided at this time.

Program Budget

Phoenix Indian School Visitor Center Budget		
FY22		
Revenue		
Earned Income/Rental Fees	\$	25,000
Government (Federal)*	\$	100,000
Tribal Nations	\$	50,000
Foundation Grants	\$	15,000
Corporate Grants	\$	15,000
Donations	\$	5,000
Other	\$	3,670
Total	\$	213,670
Expenses		
Personnel (Grants Manager, CEO)	\$	43,538
Fringe	\$	12,107
Operations/Curator (Contract)	\$	60,000
Operations Assistant (Contract)	\$	18,000
Travel (ANA grant)	\$	3,000
Equipment (Video/Audio, Recording, Digitization)	\$	23,525
Supplies (Office, Program)	\$	19,600
Janitorial/Maintenance	\$	13,000
Utilities	\$	2,400
Insurance	\$	3,700
Bank Fees (Pay Pal)	\$	700
Phone/IT Support	\$	4,100
Direct Costs	\$	203,670
Indirect/Admin	\$	10,000
Total	\$	213,670
*Final Year - ANA SEDS grant (20% match required)		



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752427369
Mar. 16, 2018 LTR 4168C 0
86-0293585 000000 00

00008469

BODC: TE

NATIVE AMERICAN CONNECTIONS INC
4520 N CENTRAL AVE STE 600
PHOENIX AZ 85012-1848



17292

Employer ID Number: 86-0293585
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Mar. 07, 2018, regarding your tax-exempt status.

We issued you a determination letter in June 1975, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0752427369
Mar. 16, 2018 LTR 4168C 0
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NATIVE AMERICAN CONNECTIONS INC
4520 N CENTRAL AVE STE 600
PHOENIX AZ 85012-1848

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3

June 9, 2021

AkChin Indian Community
c/o Council Secretary
42507 W. Peters and Nall Road
Maricopa, AZ 85138

To Whom It May Concern:

I am pleased to provide this letter of reference for Native American Connections (NAC), along with my recommendation that NAC be awarded funding from the AkChin Indian Community's Prop 202 -12% grant program to support the Phoenix Indian School Visitor Center (PISVC) located inside the City of Phoenix's Steele Indian School Park. The Phoenix Indian School (P.I.) operated for 99 years (1891-1990), and its three remaining buildings are considered to be a statewide tribal treasure; the renovation of the elementary school /music building and its reopening as the Phoenix Indian School Visitor Center (PISVC) in 2017 remains an important cause for both celebration and commemoration.

Since its opening in 2017, NAC and its main community partners (City of Phoenix, Phoenix Indian Center, Heard Museum) have been promoting use of the PISVC as a unique venue for bringing arts/cultural, education, health/wellness and nutrition, and community economic development programs to Arizona. The AkChin Indian Community's state shared revenue funding would be used to support the ongoing growth of these types of events/activities.

AkChin students attended P.I., but the public at-large mostly still remains unaware of the history of these boarding schools. In 1978 I too attended P.I., and was a proud Brave. In fact, it was while attending P.I. that I landed my first job as a journalist covering the school's students and events for the local paper, The Teen Gazette which was part of the Phoenix Gazette. That job launched my career as a journalist.

In 2013 I was hired to be a consultant for the renovation efforts of the PISVC, and then served as its first curator after it opened (2017-2019). As an alumnus, I brought a unique perspective to this project. Until the onset of COVID-19, NAC was on track to host/hold around 90 events/activities at the PISVC during FY2020. The PISVC closed to the public in April 2020, and then began a four-phased reopening (July 2020-June 2021) that meets all federal/state public health and safety guidelines. During this time the news organization, *Indian Country Today*, leased space from the PISVC for eight months (Aug 2020-March 2021) for use as its remote broadcast studio. I am the executive producer and co-anchor of the newscast.

I know NAC and its community partners are excited about being able to begin having more in-person events/activities again at the PISVC during 2021, while also continuing to adopt and incorporate new hybrid/virtual platforms to educate the public about the history of the boarding schools and P.I.

Thank you for your consideration of this request for support from Native American Connections. if you have any further questions about my relationship with NAC or my support for their proposed project, **you may contact me at: Talahongva@gmail.com**

Sincerely,

Patty Talahongva

Patty Talahongva, Hopi
Journalist



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 334

Dept. Name: Finance

Director: Lori Pruitt

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Resolution No. 062321-TO-DVFD authorizing the submission of applications for the Tohono O'odham Nation Shared Revenue Program Funds for Dudleyville Volunteer Fire Department. (Heather Patel/Lori Pruitt)

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

If awarded, Pinal County will serve as the pass through agency. There is no fiscal impact to Pinal County.

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/11/2021 9:48 AM	County Attorney	Yes
6/15/2021 11:41 AM	Budget Office	Yes
6/16/2021 12:11 PM	County Manager	Yes
6/16/2021 1:51 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [Application](#)

☐ [Application](#)

When recorded return to:

Clerk of Board
PO Box 827
Florence, AZ. 85132

Resolution No. 062321-TO-DVFD

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR TOHONO O'ODHAM NATION SHARED REVENUE PROGRAM FUNDS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Pinal County is desirous of undertaking activities that will benefit the community; and

WHEREAS, the Tohono O'odham Nation wishes to provide assistance from its Shared Revenue Program for the purpose of conducting such activities; and

WHEREAS, the Tohono O'odham Nation requires that such funds address at least one of the priority funding areas; public safety, transportation, health care, economic development or education; and

WHEREAS, the activities within this application address at least one of these areas; and

WHEREAS, a grantee of Tohono O'odham Nation Shared Revenue Program Funds is required to comply with the program guidelines and regulations set forth by the Tohono O'odham Nation.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Pinal County hereby:

1. Approves the filing of an application for Tohono O'odham Nation Shared Revenue Program funds and
2. Certifies that the application (s) from the **Dudleyville Volunteer Fire Department** is consistent and compatible with all adopted plans and programs of the Board of Supervisors of Pinal County; and
3. Agrees to comply with all appropriate procedures, guidelines and requirements established by the Tohono O'odham Nation; and
4. Appoints the Pinal County Finance Director as agent of the Board of Supervisors of Pinal County to conduct all negotiations, execute and submit all documents including, but not limited to, agreements, amendments, and billing statements which may be necessary for the completion of the project for which funding is being requested.

Signed by: Stephen Q. Miller, Chairman, Board of Supervisors

Date

Attest

Clerk of the Board:

Date



PINAL COUNTY
WIDE OPEN OPPORTUNITY

**Proposition 202 Tribal Gaming
Application Support Form**

Name of Tribal Entity:	
Due Date:	
Name of Nonprofit Organization:	
Contact Person:	
Contact Person Title:	
Mailing Address:	
Street Address:	
Phone:	
E-mail: <small>This will be the email address the resolution and signed coversheet will be sent when completed.</small>	
Website Address:	
Attachment Checklist	<ul style="list-style-type: none">• Application Support Form• IRS 501 © 3 designation letter• Completed application including coversheet
Project Name:	
Amount of Funding Being Requested:	
Summary of Project:	
Summary of How Project Benefits Pinal County Residents	
Name and Signature of Agency Director:	



CTD-FIRESCAPES

P.O. Box 2006, Mesa, AZ 85214 email: firech625@gmail.com cell: 480-313-2928

MEMORANDUM # 31B

To: *Tohono O'odham Nation Review Committee*

Fr: *Rod Prast, CEP, Fire Chief (ret), Grant Writer/Administrator/ Representative for Dudleyville Fire District*

Date: 5/30/21

Subj: Public Safety Grant Proposal Application – 2021 ---[Fire Sta Remodel/Upgrades]

To Members of Grant Proposal Review Committee:

As the Contracted grant administrator for the Dudleyville Fire District & Admin. Chief, I am submitting our RFP/Grant Proposal for consideration for the 2021 Tohono O'odham Nations' revenue sharing program.

A. Perceived Need-How Addressed:

This project will assist the Dudleyville Volunteer Fire District, a District that will be celebrating its 50- yr history this year! The District is one of the 'anchor' residential communities in the Copper Corridor, whereas Dudleyville is part of 8 'bedroom communities' along the SR 177-SR77 corridor. Several years ago, the San Manuel Copper Mine was very active and provided work and employment to many residents, who chose to settle down in the region; and later, to several generations of mining families still reside here today.

Heavy vehicular travel coming from the Phoenix Metro Valley, travel thru the Superior area, and either travel along the highways heading to the San Carlos Casino or travel to the Tucson area by way of Hayden, Winkelman, Dudleyville, Mammoth, Oracle, and Golder Ranch/Oro Valley. So Fire Station Safety is paramount for working in/around the station, as well as protecting the structure/facilities from Highway traffic.

Dudleyville is also part of the Pinal County Fire Mutual Aid Consortium pact that outlines that all fire department members will participate/assist each other for fire/medical incidents, regardless of jurisdictional boundaries. Providing critical Fire/EMS services to the entire region is important protecting lives and property, including underserved communities that lie along the Copper Corridor. This RFP Project addressed a critical fire protection need for the residents and the commercial properties that lie within and surround the Dudleyville area. The immense need exists for providing adequate fire station facilities that can provide protection for the apparatus, equipment, and provide for the health/safety of firefighters and dispatchers working within the Fire Dept. Having a fire station that is multi-functional and meets the requirements of NFPA codes and health/safety issues. The station needs to house more modern apparatus in order to respond to neighboring communities is important. The ability to house/protect newer apparatus is hampered by the stations' design, etc. that had no future plans/ideas in mind. The bays are smaller and need additional storage, bays, kitchen, bunks, and DECON for isolating turnout gear that can have carcinogens in the garments. Also limiting is the fact that the entire DFD apparatus inventory is over 40 yrs old. Modern fire stations all have health/safety guards in place and comply with NFPA. A newer upgrade will have methods of fire protection and prevention, electrical safety, and other related safety goals. Additional guidelines are in place for fire department operations, apparatus safety, and firefighter safety.

For a fire department to be sustainable, and provide minimum, adequate fire protection services, the residents expect that a fire department be able to receive the emergency information, have staff adequately trained to respond, and have apparatus and equipment that is capable and 'modern-enough' in order to meet the NFPA mission of providing adequate fire protection and able to extinguish various types of fires and wildland fires.

[See Attachment 1]—in reference to 3 serious wildfires that occurred in Dudleyville from arson, one in 2005, (Roach Fire, 2017) destroyed 3-4 structures, was 35 acres, and required a Type 3 Wildland Incident Management team; & the (Margo Fire, 2021) that destroyed 30 buildings and homes on 26 land parcels. 17 families were displaced, Total home/structure losses are TBD, and Az State Forestry estimates Firefighting costs around \$1M [FEMA provided additional FF funds thru a FMAG—Firefighting Grant}. None of that went towards helping the FD or families that lost everything. Even the lead dispatcher for the FD lost her home.

B. Population demographics/Benefits:

The population served by the Dudleyville Fire District is approx. 959 residents with approx. 58% are Hispanic descent, 30% white and the remaining 20% are a mixture. Our area is an economically depressed region as the result of a major copper mine shutting down here 13 years ago. The region has never recovered from the impact of this event. The potential for large, rapid fires is evident as mentioned in **Attachment 1**. Add the extreme remoteness of our region, lack of quick response mutual aid resources, the potential for large wildland fires, and an aging population, the need is extreme for acquiring much-needed fire apparatus that are/is less than 40 yrs old! And having reliable trucks or Water Tender that have upgraded, current fire and medical equipment, will give us advantages and provide good service for fire and medical emergencies. Safe—Reliable Care is the DFD's Mission Statement, and this apparatus will help meet that goal!

C. Budget Components:

Because of our poor annual budget and financial limitations, it is very frustrating for our Fire District to afford any apparatus, equipment, or modern upgrades to the Station (built in 2001). The best options for upgrading the Fire Station to better capabilities and being multi-functional, the following components need to be added/improved:

1. Evaluate the current 3 bays to see if the newer engines that are purchased or planned for future purchases will fit into the bays. There is storage, turnout racks, etc behind the trucks and unable to park trucks inside. The bays are currently 60x40 ft in length/width.
2. Adding a 2nd building to the North lot for newer apparatus, move storage, firefighter equipment, etc to there (2-bay addition) will give more room at the station. And possibly a safety drive-thru bays may be possible; which is great, as that eliminates a safety hazard—backing up. Backing up has had a history of injuring and killing firefighters.
3. Adding a 3rd building to the South area for a kitchen and bunks. Appropriate HVAC system in place for positive air flow.
4. HVAC neg. air flow system in place for N. bldg and Main (current) 3 bays to remove carcinogenic diesel fumes automatically. NFPA and other agencies had determined that inhaling diesel fumes can cause cancer, a serious job-related hazard.
5. Installing a DECON area for washing turnouts, protecting PPE, and washer/dryer helps keep hazards, chemicals, and carcinogens away from staff and firefighters.

Two key components that affect our ability to get a loan for station upgrades are:

- a. Over the past 5 years, Pinal County has allowed some homeowners to claim a hardship claim that has a provision that the elderly don't have to pay property taxes
- b. The annual operating budget has dropped 15% in the past 4 years. [now \$72.4K]
With such a small annual budget, the ability of the Fire District to afford to make any upgrades to the station is impossible without Grant assistance. **(Attachment 2)**
- c. Current budget for Station repairs is \$3,000/a year. The requested amount of \$501,000 is an est. with all the challenges of the Pandemic. Those variables include a higher than normal price of construction materials, a reduction in the availability of materials, cost of labor, travel, Additional costs of architect plans, filing fees, plans, and unforeseen costs could raise/or reduce the est. cost. (\$17K. **(Attachment 3)**

D. Other funding requests Applied/Awarded:

- a) 2018-Approved/awarded \$20,000 from San Carlos Apache Tribe Casino. Monies used to purchase 3 handheld fire radios, 3 mobile radios, new base station and antennae. Total cost was \$23,000.
- b) 2019-Awarded \$133,298 for purchase of 2-3 fire apparatus (engines, equipment, and Tender). So far we've been able to purchase 1 newer engine plus upgrades/repairs are costing \$24,000. We have to outfit the engine w/fire equipment, hoses, nozzles, PPE, EMS gear/supplies. Currently \$75K left to spend on Tender & Engine equipment and supplies.
- c) 2021—Curr looking at a reserve engine and older Tender to 'have for immediate emergency use'. But the Tender won't last for many years to come. This Chief is looking at 10-15 yrs. In the future to support the FD to maintain and improve their level of service.
- d) No other grants awarded by other Tribes.
- e) Currently applying to AKIC and USDA for Grants for apparatus and Fire Station upgrades, respectfully.

E. Has entity Received a 12% distribution from T. O. Nation or any Az Tribes?: See #D-a,b notation

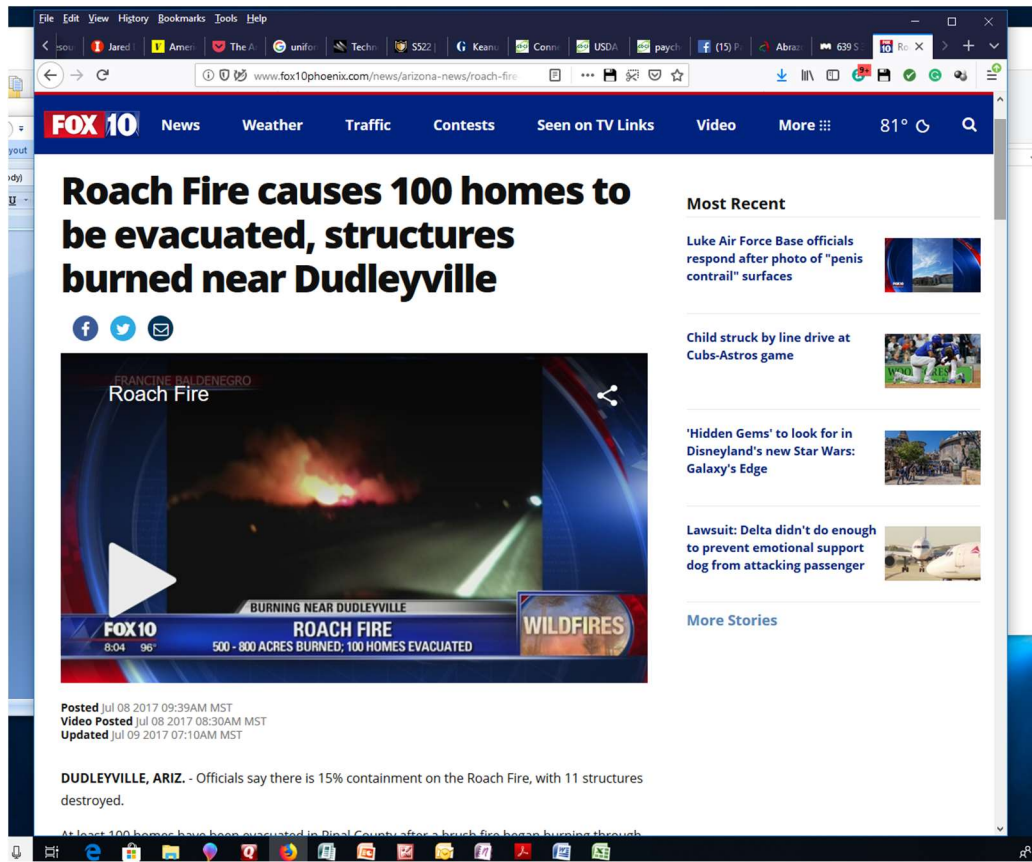
F. Identify designated Contact Person & Alternate Contact Person & Info:

1. Primary Contact Person: Rod Prast, Admin. Chief/Grants Administrator, Fire Chief(ret)
Address-639 S. 39 St., Mesa, Az 85206. Email-firech625@gmail.com
2. Alternate Contact: Olivia Morales, Dudleyville Fire District Chairperson
Add-PO Box 646, Winkelman, Az 85192, ph-520-343-8231. Email-oliviadville@gmail.com

G. Priority Category: Public Safety & Property Protection

H. Non-Profit Proposal Category: N/A. I would like to point out that the Instructions for the 12% Gaming Distribution has a notation that needs correcting. Fire Districts are a governmental entity [also known as a special taxing entity of the State]. We have sent our proposal to the Pinal County BOS for support/approval/representation.

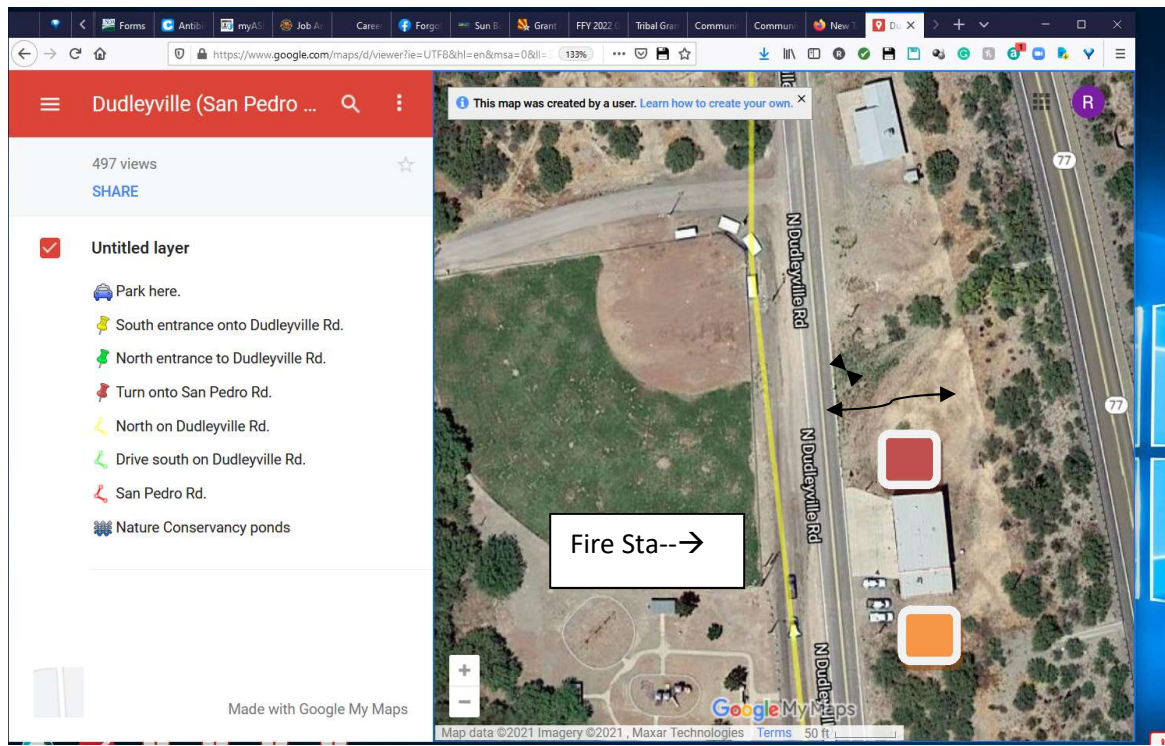
Attachment 1: (Roach Fire, 2017)



Attachment 1: (Margo Fire, 2021)







*****The proposed changes to below the Fire Station (lower bldg Orange) include a kitchen/bunk/day room to the South; and 2 bays building to the North (upper bldg Red). Est. total 2400 sf.***



PINAL COUNTY
WIDE OPEN OPPORTUNITY

**Proposition 202 Tribal Gaming
Application Support Form**

Name of Tribal Entity:	
Due Date:	
Name of Nonprofit Organization:	
Contact Person:	
Contact Person Title:	
Mailing Address:	
Street Address:	
Phone:	
E-mail: This will be the email address the resolution and signed coversheet will be sent when completed.	
Website Address:	
Attachment Checklist	<ul style="list-style-type: none">• Application Support Form• IRS 501 © 3 designation letter• Completed application including coversheet
Project Name:	
Amount of Funding Being Requested:	
Summary of Project:	
Summary of How Project Benefits Pinal County Residents	
Name and Signature of Agency Director:	



CTD-FIRESCAPES

P.O. Box 2006, Mesa, AZ 85214 email: firech625@gmail.com cell: 480-313-2928

MEMORANDUM # 31A

To: *Tohono O'odham Nation Review Committee*

Fr: *Rod Prast, CEP, Fire Chief (ret), Grant Writer/Administrator/ Representative for Dudleyville Fire District*

Date: 5/30/21

Subj: Public Safety Grant Proposal Application – 2021 ---[Fire Apparatus-Tender]

To Members of Grant Proposal Review Committee:

As the Contracted grant administrator for the Dudleyville Fire District & Admin. Chief, I am submitting our RFP/Grant Proposal for consideration for the 2021 Tohono O'odham Nations' revenue sharing program.

A. Perceived Need-How Addressed:

This project will assist the Dudleyville Volunteer Fire District, a District that will be celebrating its 50- yr history this year! The District is one of the 'anchor' residential communities in the Copper Corridor, whereas Dudleyville is part of 8 'bedroom communities' along the SR 177-SR77 corridor. Several years ago, the San Manuel Copper Mine was very active and provided work and employment to many residents, who chose to settle down in the region; and later, to several generations of mining families still reside here today.

Heavy vehicular travel coming from the Phoenix Metro Valley, travel thru the Superior area, and either travel along the highways heading to the San Carlos Casino or travel to the Tucson area by way of Hayden, Winkelman, Dudleyville, Mammoth, Oracle, and Golder Ranch/Oro Valley.

Dudleyville is also part of the Pinal County Fire Mutual Aid Consortium pact that outlines that all fire department members will participate/assist each other for fire/medical incidents, regardless of jurisdictional boundaries. Providing critical Fire/EMS services to the entire region is important protecting lives and property, including underserved communities that lie along the Copper Corridor. This RFP Project addressed a critical fire protection need for the residents and the commercial properties that lie within and surround the Dudleyville area. The immense need exists for providing adequate fire protection for the Dudleyville Fire District residents and ability to offer fire services to neighboring communities is severely limited—this is due to the fact that the entire DFD apparatus equipment are an average of 40 yrs. old. The National Fire Protection Association (NFPA), a professional fire protection Association founded in 1896; and has the roles of promoting the science and improving the methods of fire protection and prevention, electrical safety, and other related safety goals. It also has created 'guiding documents' for fire department operations for apparatus safety, apparatus use, promoting firefighter safety, and assisting fire departments with guidelines by which to meet the mission of fire organizations—and that is protecting lives and property in the communities they serve. NFPA states that apparatus should be retired after 25 years, due to the risk of fire apparatus reliability and functionality and being cost-effective to operate and maintain.

For a fire department to be sustainable, and provide minimum, adequate fire protection services, the residents expect that a fire department be able to receive the emergency information, have staff adequately trained to respond, and have apparatus and equipment that is capable and 'modern-enough'

in order to meet the NFPA mission of providing adequate fire protection and able extinguish various types of fires and wildland fires.

[See Attachment 1]—in reference to 3 serious wildfires that occurred in Dudleyville from arson, one in 2005, (Roach Fire, 2017) destroyed 3-4 structures, was 35 acres, and required a Type 3 Wildland Incident Management team; & the (Margo Fire, 2021) that destroyed 30 buildings and homes on 26 land parcels. 17 families were displaced, Total home/structure losses are TBD, and Az State Forestry estimates Firefighting costs around \$1M [FEMA provided additional FF funds thru a FMAG—Firefighting Grant}. None of that went towards helping the FD or families that lost everything. Even the lead dispatcher for the FD lost her home.

B. Population demographics/Benefits:

The population served by the Dudleyville Fire District is approx. 959 residents with approx. 58% are Hispanic descent, 30% white and the remaining 20% are a mixture. Our area is an economically depressed region as the result of a major copper mine shutting down here 13 years ago. The region has never recovered from the impact of this event. The potential for large, rapid fires is evident as mentioned in **Attachment 1**. Add the extreme remoteness of our region, lack of quick response mutual aid resources, the potential for large wildland fires, and an aging population, the need is extreme for acquiring much-needed fire apparatus that are/is less than 40 yrs old! And having reliable trucks or Water Tender that have upgraded, current fire and medical equipment, will give us advantages and provide good service for fire and medical emergencies. Safe—Reliable Care is the DFD's Mission Statement, and this apparatus will help meet that goal!

C. Budget Components:

Because of our poor annual budget and financial limitations, it is very frustrating for our Fire District to afford any apparatus or equipment—whether it is in new/new-used condition. Over the past short years, we have been blessed—and very thankful for the 2 engines donated to us by the Hayden and San Manuel Fire Departments; but we have had to invest a significant amount of money into these trucks, as it is an extreme hardship even to repair these trucks to keep them running. We desperately need fire apparatus that are dependable and lower in cost to operate. Our Fire Tender is down permanently due to blown engine. We put in for a FEMA AFG Grant to fund a new Tender in 2/21, but results won't be in until 6/21 to see if we were selected. And that's why I'm putting in this grant for a Tender, in case we don't get chosen.

Two key components that affect our ability to purchase/lease fire apparatus are:

- a. Over the past 5 years, Pinal County has allowed some homeowners to claim a hardship claim that has a provision that the elderly don't have to pay property taxes
- b. The annual operating budget has dropped 15% in the past 4 years. [now \$72.4K]
With such a small annual budget, the ability of the Fire District to afford a newer vehicle is virtually impossible without Grant assistance. **(Attachment 2)**
- c. Current budget for Equipment repairs is \$3,000/a year. The requested amount of \$322,000 goes for \$280-\$295K for cost of the new Tender, and \$27,000 for equipment and training on the rig. Should that be awarded on the FEMA grant, the requested amount would be \$27K. **(Attachment 3)**

D. Other funding requests Applied/Awarded:

- a) 2018-Approved/awarded \$20,000 from San Carlos Apache Tribe Casino. Monies used to purchase 3 handheld fire radios, 3 mobile radios, new base station and antennae. Total cost was \$23,000.

- b) 2019-Awarded \$133,298 for purchase of 2-3 fire apparatus (engines, equipment, and Tender). So far we've been able to purchase 1 newer engine plus upgrades/repairs are costing \$24,000. We have to outfit the engine w/fire equipment, hoses, nozzles, PPE, EMS gear/supplies. Currently \$75K left to spend on Tender & Engine equipment and supplies.
- c) 2021—Curr looking at a reserve engine and older Tender to 'have for immediate emergency use'. But the Tender won't last for many years to come. This Chief is looking at 10-15 yrs. In the future to support the FD to maintain and improve their level of service.
- d) No other grants awarded by other Tribes.
- e) Currently applying to AKIC and USDA for Grants for apparatus and Fire Station upgrades, respectfully.

E. Has entity Received a 12% distribution from T. O. Nation or any Az Tribes?: See #D-b notation

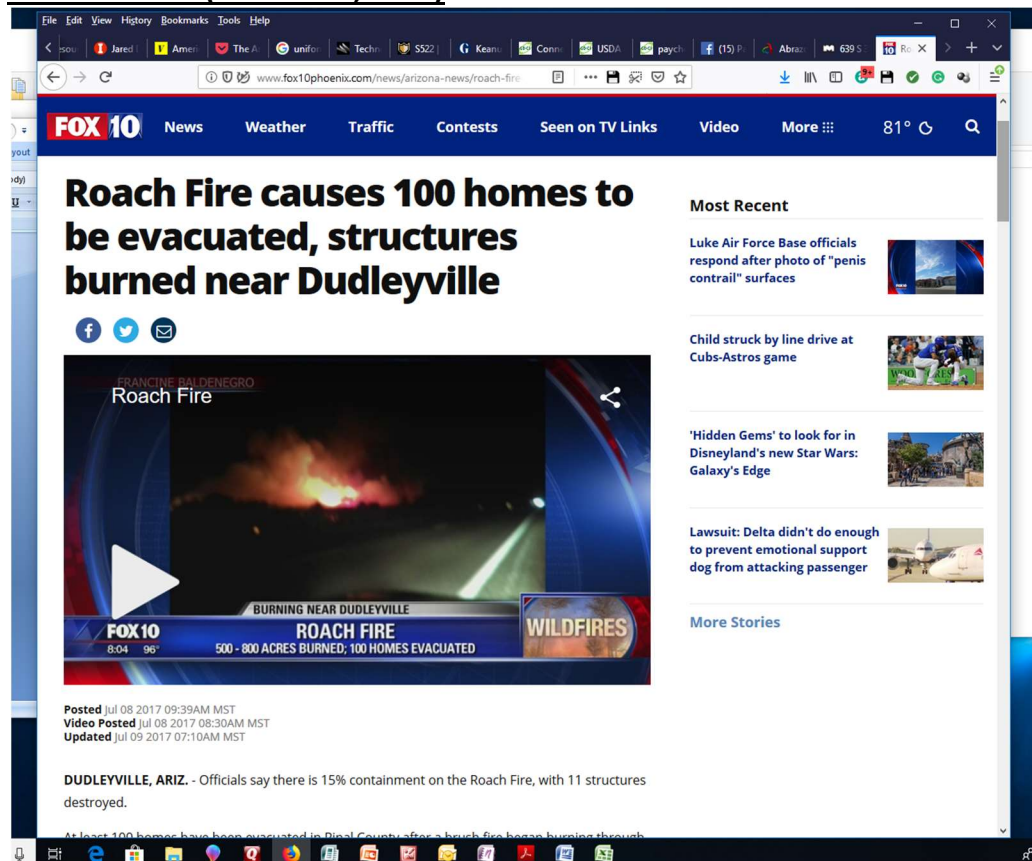
F. Identify designated Contact Person & Alternate Contact Person & Info:

1. Primary Contact Person: Rod Prast, Admin. Chief/Grants Administrator, Fire Chief(ret)
Address-639 S. 39 St., Mesa, Az 85206. Email-firech625@gmail.com
2. Alternate Contact: Olivia Morales, Dudleyville Fire District Chairperson
Add-PO Box 646, Winkelman, Az 85192, ph-520-343-8231. Email-oliviadville@gmail.com

G. Priority Category: Public Safety & Property Protection

H. Non-Profit Proposal Category: N/A. I would like to point out that the Instructions for the 12% Gaming Distribution has a notation that needs correcting. Fire Districts are a governmental entity [also known as a special taxing entity of the State]. We have sent our proposal to the Pinal County BOS for support/approval/representation.

Attachment 1: (Roach Fire, 2017)



Attachment 1: (Margo Fire, 2021)







AGENDA ITEM

June 23, 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:

Discussion/approval/disapproval of a Subrecipient Agreement with the Town of Mammoth for an award of Community Development Block Grant (CDBG) funding under fiscal years 2020, 2021, and CDBG-CV (coronavirus) funding awarded to Pinal County under the U.S. Department of Housing and Urban Development (HUD) CDBG Entitlement program. As a participating jurisdiction and having executed a cooperative agreement for fiscal years 2020 and 2021, local governments are eligible to receive CDBG funding from Pinal County for CDBG qualified projects that benefit low and moderate income residents. The Town of Mammoth projects identified under Exhibit A of the agreement include: FY20: water system improvements, FY21: water system improvements and park improvements, CDBG-CV: economic development, community facilities, transportation, and pool improvements. (Heather Patel/Lori Pruitt)

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

There is no fiscal impact to Pinal County. The amount awarded under the agreement comes from the county's CDBG allocation and is paid to the community as a subrecipient.

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

Each project has different requirements and outcomes as stipulated by the CDBG program and HUD. Pinal County staff is required to ensure compliance as listed in Exhibit B of the agreement.

MOTION:

Approve as presented.

History

Time	Who	Approval
6/11/2021 10:46 AM	County Attorney	Yes
6/14/2021 8:43 AM	Grants/Hearings	Yes
6/15/2021 11:44 AM	Budget Office	Yes
6/16/2021 11:33 AM	County Manager	Yes

ATTACHMENTS:	
Click to download	
<input type="checkbox"/> Agreement	

**SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
TOWN OF MAMMOTH
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS SUBRECIPIENT AGREEMENT (“**Agreement**”) is dated June 23, 2021, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**County**”) and the TOWN OF MAMMOTH, a municipal corporation of the State of Arizona (“**Subrecipient**”). County and Subrecipient are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended (“**Act**”) and applicable regulations of the United States Department of Housing and Urban Development (“**HUD**”), as amended (“**Regulations**”), County is a qualified urban county entitled to receive Community Development Block Grant (“**CDBG**”) funding through HUD.

B. Subrecipient is a unit of general local government under the Act and Regulations, and elected to participate with the County in the CDBG Entitlement funding program administered by the County (the “**Program**”).

C. County and Subrecipient are parties to that certain Community Development Block Grant Cooperation and Coordination Agreement dated August 7, 2019 pursuant to which the Parties defined their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations (the “**CDBG Agreement**”).

D. Subrecipient owns, operates and maintains the facilities in which the projects are to be completed and located within the Subrecipient’s municipal boundaries.

E. The Program includes projects involving improvements to community and park facilities necessary to serve Town of Mammoth residents within an area designated low to moderate income based on HUD data and documented by the Subrecipient.

F. The Parties desire to work cooperatively to complete the projects pursuant to the terms and conditions set forth in this Agreement and the CDBG Agreement.

G. The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**A.R.S.**”) §§ 11-952, *et seq.* and the Act and Regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

1. Incorporation of CDBG Agreement. The terms and conditions of the CDBG Agreement are incorporated into this Agreement as if set forth in their entirety below.
2. Project Scope. The scope of the project (s) is set forth in the attached **Exhibit A**. County and Subrecipient agree to cooperate in performing work necessary in connection with the completion of the project (the “**Project**”) as provided in Section 3 below.
3. Parties’ Obligations.
 - a. County. County shall be primarily responsible, after consultation with Subrecipient, for ensuring compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the procurement and completion of the construction of the Project as indicated under 24 CFR Part 570.
 - b. Subrecipient. Subrecipient shall be primarily responsible, after consultation with County, for all work in connection with the Project. Subrecipient shall be responsible for compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the Project as indicated under 24 CFR Part 570. Duties include but are not limited to: environmental compliance, procurement of applicable services, permitting, reporting, financial reporting, and construction management including inspections and Davis Bacon compliance. Upon completion of the Project, Subrecipient shall be solely responsible for the operation and maintenance of the Project.
4. Funding and Project Budget. Funds provided for this project are in part through Title I of the Housing and Community Development Act of 1974, as amended Community Development Block Grant funds CFDA#14.218. A detailed project budget and funding are included under **Exhibit A**.
 - a. Pre-award Costs may be applicable and allowable under this project. Consultation with the County will be required.
 - b. Program Income shall be returned to the County in accordance with [24 CFR §570.504 Program income](#) (c). The County shall retain the program income transfers of grant funds by the Subrecipient which shall be adjusted according to the principles described in paragraphs (b)(2) (i) and (ii) of 24 CFR 570.504. Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the County as required by [§570.503 Agreements with subrecipients](#) (b)(8).
 - c. Uniform requirements. The agreement shall require the Subrecipient to comply with applicable uniform requirements, as described in [§570.502](#) Applicability of uniform administrative requirements.

- i. Requirements for governmental agencies include but may not be limited to: OMB Circular A-87 Cost principles for state and local governments, 24 CFR Part 85 Administrative requirements for grants and cooperative agreements, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.
 - ii. Requirements for non-profit organizations include OMB Circular A-122 Cost principles for non-profit organizations, 24 CFR Part 84 Grants and agreements with non-profit organizations, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.
5. Schedule of Completion. The effective dates of this agreement are upon execution by the Chair of the Board of Supervisors and ends June 30, 2022.
6. Mutual Indemnification. To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents and employees (as “**Indemnit**ies”) for any claims, losses, liabilities, costs or expenses (including reasonable attorney’s fees) arising out of omissions, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents or employees in connection with the Indemnitor’s performance under this Agreement.
7. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.
8. Entire Understanding. This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party, their agents, or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each Party hereto.
9. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
10. Insurance.
 - a. Subrecipient, shall and shall cause any of its Subcontractors to purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
 - b. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed

and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.

- c. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- d. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
- e. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- f. County reserves the right to request and to receive, within 10 working days, certified copies of any or all the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
- g. The insurance policies required by this Agreement shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- h. The policies required hereunder, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
- i. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- j. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- k. Commercial General Liability:
 - i. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve

to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

l. Workers' Compensation:

- i. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- ii. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.

- m. Automobile Liability: Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Subrecipient owned, hired, and non-owned vehicles assigned to or used in performance of the Subrecipient's work or services under this contract.

The policy shall be endorsed to include County, its agents, representatives, officers, directors, officials and employees as Additional Insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient, involving automobiles owned, leased, hired and/or non-owned by the Subrecipient, and shall insure the County to the full limits of liability purchased by the Subrecipient even if those limits of liability are in excess of the minimum limits required by this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claim arising out of Subrecipient's work or service."

n. Builder's Risk (Property) Insurance.

- i. Subrecipients shall and shall cause any of its Subcontractors to purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient and all of Subrecipient's subcontractors and sub-subcontractors in the work during the life of the Agreement and course of construction and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for

loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto.

- ii. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement.
- iii. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory.
- iv. If the Agreement requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

o. Certificates of Insurance:

- i. Upon execution of the Agreement, Subrecipient shall and shall cause any of its Subcontractors to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
- ii. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days.
- iii. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.

- iv. If a policy does expire during the life of the Agreement, a renewed Certificate of Insurance must be sent to the County forty-five (45) days prior to the expiration date.

p. Cancellation and Expiration Notice:

- i. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
 - ii. If the Subrecipient provides professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
- q. Subcontractors:** Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- r. Approval:** Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.
- s. Exceptions:** In the event the Subrecipient is a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance. Nongovernmental Subcontractors of the Subrecipient shall comply with all insurance terms.
11. Severability. If any term or provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.
12. Termination. This Agreement shall remain in force and effect until completion of the Project and shall comply with the applicable suspension and termination requirements, in accordance with [2 CFR part 200, subpart D, 338-342](#).
13. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that
- a. the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604; and
 - b. the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply

with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
15. Environmental Review. In accordance with [24 CFR 50](#) and [24 CFR 58](#), an environmental review of each project carried out with federal funds must be completed. Completion of the review and receipt of a release of funds is required prior to expending funds.
16. Davis Bacon and Related Acts. This project shall comply with the federal prevailing wage requirements as applicable under [24 CFR 570.603](#) and the U.S. Department of Housing and Urban Development Davis Bacon and Labor Standards Office.
17. Procurement. This project shall comply with the Federal, State and County Procurement Policy to ensure a fair and open procurement process which encourages participation from small and disadvantaged businesses including minority and women owned businesses in accordance with [2 CFR 200](#).
 - a. Compliance: The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
 - b. OMB Standards: Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
 - c. Travel: The Subrecipient shall obtain written approval from the County for any travel outside the County and Phoenix metropolitan area with funds provided under this Agreement.
 - d. The Subrecipient shall comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA) Act. Subrecipients with federal grant awards greater than or equal to \$25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The County is required to file a FFATA report by the end of the month following the month in which the Subrecipient awards any contract greater than or equal to \$25,000.

Information to be collected and provided to Pinal County for each contract includes:

- i. Federal Award Identifier Number (FAIN)
- ii. Federal Agency Name
- iii. Pinal County DUNS number
- iv. Location of performance
- v. CFDA number
- vi. Project description
- vii. Funding amount
- viii. Obligation date
- ix. Sub-award date (Date of executed agreement)
- x. Subrecipient DUNS number
- xi. Subrecipient name and address
- xii. Sub-award amount
- xiii. Project description
- xiv. Location of performance
- xv. Funding amount

18. Other program requirements.

- a. The Subrecipient agrees the project is prohibited from use for inherently religious activities under 24 CFR 570.200j.
- b. The Subrecipient acknowledges by signing the Certifications included under Exhibit C, they are certifying compliance with all applicable requirements of the CDBG program.

19. Anti-Lobbying. To the best of the Subrecipient's knowledge and belief:

- a. 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 any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- 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 Pinal County's Federal contract, grant, loan, or cooperative agreement, the Subrecipient will report this to Pinal County so they may complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the County deems appropriate].
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

21. Notices. All written notices shall be addressed the following:

Pinal County
Heather Patel
31 North Pinal Street
Florence, Arizona 85132
heather.patel@pinal.gov

Town of Mammoth
John Schempf
P.O. Box 130
Mammoth, Arizona 85132
j.schempf@townofmammoth.us

22. Financial Management: Accounting Standards: The Subrecipient agrees to comply with 24 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

23. Documentation and Record Keeping.

- a. Records to be maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National

Objectives of the CDBG program;

- iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 - viii. Records outlined in the Subrecipient Forms, Documents, and Instructions package available at <https://www.pinalcountyyaz.gov/Grants/Pages/NoticesDocuments.aspx>
- b. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- c. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
- d. Disclosure: The Subrecipient understands client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e. Close-outs: The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period the Subrecipient has control over CDBG funds, including program income.

- f. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

24. Reporting and Payment Procedures

- a. Program Income: The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.
- b. Indirect Costs: If indirect costs are charged, the Subrecipient shall provide documentation of their indirect cost rate, as approved by their cognizant agency. If an approved indirect cost rate is not available, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.
- c. Payment Procedures: The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

- d. **Progress Reports:** The Subrecipient shall submit quarterly progress reports to the County in the form, content, and frequency as required by the County to ensure compliance and timeliness. Specific reporting data points are included under **Exhibit B**.

25. **County Recognition.** The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

26. **Amendments.** The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

27. **Representations and Warranties.**

- a. The Parties warrant that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of their employees and warrant they are in compliance with A.R.S. § 23-214A which requires e-verification of each employee's legal employability after they are employed.
- b. The Parties agree that all contracts awarded to contractors in connection with the Project shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A), listed on the SAM.gov website, not listed on the excluded parties list, and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by County or Subrecipient for the Project.
- c. The Parties agree that all contracts awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:
 - i. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.

- ii. A breach of warranty under paragraph i. above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.
- iii. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to County or Subrecipient, as applicable. County and Subrecipient, at their sole discretion, may conduct random verifications of employment records of the contractor and any subcontractors to ensure compliance. The contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.
- iv. Any and all Federal, State and local contractual requirements including, without limitation, those relating to remedies, termination, employment, labor, records, environment and energy.

d. Civil Rights

- i. Compliance: The Subrecipient agrees to comply with the State of Arizona Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
 - ii. Nondiscrimination: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- e. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- f. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- g. Affirmative Action
 - i. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
 - ii. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- h. Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- i. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

- j. Subcontract Provisions: The Subrecipient will include the provisions of Paragraphs d. Civil Rights, and g. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.
- k. Employment Restrictions
 - i. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
 - ii. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- l. "Section 3" Clause
 - i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the County, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- ii. Notifications: The Subrecipient agrees to send to each labor organization or

representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- iii. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

28. Environmental Conditions.

- a. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - i. Clean Air Act, 42 U.S.C., 7401, *et seq.*
 - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- b. Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- c. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The

notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- d. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

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

Town of Mammoth, a municipal
corporation of the State of Arizona

By: Patricia (Patsy) Armenta
Mayor

Dated: 5/20/2021

ATTEST:

Angela Sanchez
Town/City Clerk

Approved as to form and within the
powers and authority granted the Town of
Mammoth under the laws of the State of Arizona:

Stephen R. Cooper
Town/City Attorney

PINAL COUNTY, a political
subdivision of the State of Arizona

By: _____
Chair of the Board of Supervisors

Dated: _____

ATTEST:

Clerk/Deputy Clerk of the Board of
Supervisors

Approved as to form and within the
powers and authority granted Pinal
County under the laws of the State of
Arizona:

Deputy County Attorney

EXHIBIT A

Project Scope #1

Project Name: Mammoth Water System Improvements

Project Number: 2020-5

Project Description

Design and engineering of the SCADA system will be completed by Bowman Consulting, who was competitively procured by USDA. Project will also include the purchase and installation of the SCADA system to monitor and control the drinking water system at the Town of Mammoth booster station.

Project Beneficiaries

Source: HUD

Total beneficiaries = 1,530

Percentage of low and moderate income beneficiaries = 69.28%

Ethnicity and Race of beneficiaries

White	1347
Black or African American	
Asian	
American Indian and Alaskan Native	24
Native Hawaiian or other Pacific Islander	
Some other race	159
Two or more races	
Hispanic or Latino	1196

Project Schedule

Complete – Environmental Review

June – Execute Subrecipient agreement

July – Execute agreement with Bowman Consulting

January – Procurement of construction services

March – May – Project completion

June – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2020 Community Development Block Grant CFDA 14.218

Total = \$130,000.00

Project Scope #2

Project Name: Mammoth Water System Improvements

Project Number: 2021-5

Project Description

Project will include the competitive procurement of a generator for the Town of Mammoth booster station.

Project Beneficiaries

Source: HUD

Total beneficiaries = 1,530

Percentage of low and moderate income beneficiaries = 69.28%

Ethnicity and Race of beneficiaries

White	1347
Black or African American	
Asian	
American Indian and Alaskan Native	24
Native Hawaiian or other Pacific Islander	
Some other race	159
Two or more races	
Hispanic or Latino	1196

Project Schedule

Complete – Environmental Review

June – Execute Subrecipient agreement

July – Procurement of generator

September – Project completion

September – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2021 Community Development Block Grant CFDA 14.218

Total = \$57,800.00

Project Scope #3

Project Name: Mammoth Park Improvements

Project Number: 2021-6

Project Description

Project will include the competitive procurement and installation of lighting at four community parks. Project will also include the competitive purchase of two aluminum bleachers.

Project Beneficiaries

Source: HUD

Total beneficiaries = 1,530

Percentage of low and moderate income beneficiaries = 69.28%

Ethnicity and Race of beneficiaries

White	1347
Black or African American	
Asian	
American Indian and Alaskan Native	24
Native Hawaiian or other Pacific Islander	
Some other race	159
Two or more races	
Hispanic or Latino	1196

Project Schedule

May - June – Environmental Review

June – Execute Subrecipient agreement

July – Procurement of lighting and bleachers

September – Project completion

September – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2021 Community Development Block Grant CFDA 14.218

Total = \$72,200.00

Project Scope #4

Project Name: Mammoth Economic Development

Project Number: 2019-6-CV3

Project Description

Project will provide up to eight local small businesses with a one-time reimbursement of up to \$10,000 in financial assistance to retain employees due to loss of income as a result of coronavirus.

Project Beneficiaries

Source: HUD

Total beneficiaries = 20

Percentage of low and moderate income beneficiaries = 100%

Ethnicity and Race of beneficiaries

White	18
Black or African American	
Asian	
American Indian and Alaskan Native	
Native Hawaiian or other Pacific Islander	
Some other race	2
Two or more races	
Hispanic or Latino	16

Project Schedule

Complete – Environmental Review

June – Execute Subrecipient agreement

July – Project completion

September – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2019 Community Development Block Grant CV funding CFDA 14.218

Total = \$65,000.00

Project Scope #5

Project Name: Mammoth Facility Improvements

Project Number: 2019-7-CV3

Project Description

Project competitively procure the purchase and installation of three new 3-ton packaged heat pumps including filtration systems and three water heaters for city hall, police department, and library.

Project Beneficiaries

Source: HUD

Total beneficiaries = 1,530

Percentage of low and moderate income beneficiaries = 69.28%

Ethnicity and Race of beneficiaries

White	1347
Black or African American	
Asian	
American Indian and Alaskan Native	24
Native Hawaiian or other Pacific Islander	
Some other race	159
Two or more races	
Hispanic or Latino	1196

Project Schedule

Complete – Environmental Review

June – Execute Subrecipient agreement

July – Procurement of equipment

September – Project completion

September – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2019 Community Development Block Grant CV funding CFDA 14.218

Total = \$32,500.00

Project Scope #6

Project Name: Mammoth Transportation

Project Number: 2019-8-CV3

Project Description

Project will provide a senior food assistance program by modifying the town-owned van with a power wheelchair lift and retractable running boards. Project will include operating costs to provide transportation to seniors and persons with disabilities to gain access to food and other essential shopping needs. This activity will help prepare for and respond to the effects of coronavirus.

Project Beneficiaries

Source: HUD

Total beneficiaries = 1,530

Percentage of low and moderate income beneficiaries = 69.28%

Ethnicity and Race of beneficiaries

White	255
Black or African American	
Asian	
American Indian and Alaskan Native	6
Native Hawaiian or other Pacific Islander	
Some other race	29
Two or more races	
Hispanic or Latino	226

Project Schedule

Complete – Environmental Review

June – Execute Subrecipient agreement

July – Procurement of equipment

September – Project completion

September – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2019 Community Development Block Grant CV funding CFDA 14.218

Total = \$7,000.00

Project Scope #7

Project Name: Mammoth Pool Improvements

Project Number: 2019-9-CV3

Project Description

Project will include the competitive procurement and installation of pumps and filters at the community swimming pool.

The purchase and installation of a new pump and filters for the community swimming pool. This activity will help prevent the spread of coronavirus.

Project Beneficiaries

Source: HUD

Total beneficiaries = 1,530

Percentage of low and moderate income beneficiaries = 69.28%

Ethnicity and Race of beneficiaries

White	1347
Black or African American	
Asian	
American Indian and Alaskan Native	24
Native Hawaiian or other Pacific Islander	
Some other race	159
Two or more races	
Hispanic or Latino	1196

Project Schedule

Complete – Environmental Review

June – Execute Subrecipient agreement

July – Procurement of equipment

September – Project completion

September – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2019 Community Development Block Grant CV funding CFDA 14.218

Total = \$20,500.00

EXHIBIT B

Quarterly reports are to be submitted to the CDBG Specialist on the following schedule:

July 1 – September 30 submitted by October 10

October 1 – December 31 by January 10

January 1 – March 30 by April 10

April 1 – June 30 by July 10

The following data points shall be included in each quarterly progress report when applicable:

- 1. Description and rational of change orders including documentation.**
- 2. Wage decision received through <https://beta.sam.gov/>**
- 3. Labor standard and payroll reports as provided at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform with corresponding Section 3 documentation**
- 4. Documentation of Affirmatively Furthering Fair Housing**
- 5. Amount of funds paid to contractor for services including documentation.**
- 6. Amount of funds invoiced to Pinal County for reimbursement.**
- 7. Amount of funds received from Pinal County.**
- 8. Status of project by percent complete compared to the funds expended and the schedule submitted with the application**
- 9. Any additional funds allocated and spent on the project including the source**
- 10. FFATA required data for all contracts.**
 - a. Name of contractor**
 - a. Total contract amount**
 - b. verification of www.sam.gov eligibility**
 - c. DUNS #**
 - d. MBE/WBE eligibility**
 - e. List of subcontractors including the above information**

A final report shall be submitted within 30 days of close of project. The following items shall be included in the report:

- 1. Total number of beneficiaries**
- 2. Total number of low income beneficiaries**
- 3. Breakdown of beneficiaries by race and ethnicity including: White, Black or African American, American Indian and Alaskan Native, Asian, Native Hawaiian or other Pacific Islander, Some other Race, or Two or more Races. Also, each beneficiary should be identified if they are Hispanic or Latino.**
- 4. Total amount of funds expended, reimbursed by county, any balance remaining**
- 5. Total amount of additional funds spent on the project including source**
- 6. Final outcome of project e.g.**
 - a. how did the project benefit low income people?**
 - b. what were the results of the project?**

Sample chart to illustrate financial report

	Funding	Expended	Invoiced	Received
Project start	\$00.00			
Invoice 1				
Invoice 2				
Invoice 3				
Invoice 4				
Invoice 5				
Final balance	\$00.00			

In addition to the above related activities, the Subrecipient shall identify the following:

- 1. Actions taken on behalf of the Subrecipient to remove negative effects of public policy that serve as a barrier to affordable housing.**
- 2. What actions, if any were taken to reduce lead-based paint hazards in affordable housing.**
- 3. What actions, if any were taken to reduce the number of poverty-level families within your community.**
- 4. What actions, if any were taken to improve coordination with social service agencies serving your community.**
- 5. What actions, if any were taken to remove impediments to fair housing outside those actions listed above?**

EXHIBIT C

See attached signed certifications as submitted with the Subrecipient's project proposal.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the unit of local of government (ULG) certifies that:

Affirmatively Further Fair Housing – It 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 Acquisitions 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 (CDBG) or HOME programs.

Anti-Lobbying – To the best of the ULG'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 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 Pinal County's Federal contract, grant, loan, or cooperative agreement, the ULG shall certify and disclose this to Pinal County so they may complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

Authority of Jurisdiction – The consolidated plan is authorized under State and local law and the ULG 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 activities to be undertaken with Community Development Block Grant (CDBG), HOME, Emergency Solutions Grant, and housing opportunities for persons with AIDS funds are consistent with the strategic plan in Pinal County'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 at 24 CFR part 135.

Citizen Participation – It is in full compliance and adhering to Pinal County's detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Pinal County's consolidated plan identifies community development and housing needs and specific both short-term and long-term community development objectives that have been developed in accordance with primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing expanding economic opportunities, primarily, for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570. The ULG further certifies 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 a proposal to be included in the Pinal County Action Plan so as to give maximum feasible priority to activities which benefit low-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.
2. Overall Benefit. The aggregate use of CDBG funds, including section 108 guaranteed loans, during program year(s) 2020, 2021, 2022, shall principally benefit persons of low and moderate income in a manner that ensures 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 portion of a fee or assessment that related to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment of 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 program 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.

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.

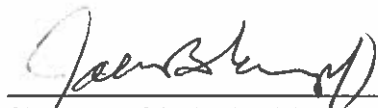
Eligible Activities and Costs – It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that is not using and will not use HOME funds for prohibited activities, as described in §92.214.

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 additional HOME funds in combination with other federal assistance than is necessary to provide affordable housing;

Lobbying Certifications

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 for each such failure.

The authorized official's signature below certifies that this CDBG Application Package has been reviewed and all information provided in this application and any attachment(s) thereto are true and correct.



Signature of Authorized Agent or Representative

John Schempf

May 3, 2021

Date

Printed Name

Town Manager

Title

Town of Mammoth, AZ

Organization



AGENDA ITEM

June 23, 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:

Discussion/approval/disapproval of a Subrecipient Agreement with the Town of Florence for an award of Community Development Block Grant (CDBG) funding under fiscal year 2020 awarded to Pinal County under the U.S. Department of Housing and Urban Development (HUD) CDBG Entitlement program. As a participating jurisdiction and having executed a cooperative agreement for fiscal years 2020 and 2021, local governments are eligible to receive CDBG funding from Pinal County for CDBG qualified projects that benefit low and moderate income residents. The Town of Florence project identified under Exhibit A of the agreement include the installation of ADA compliant sidewalks. (Heather Patel/Lori Pruitt)

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

There is no fiscal impact to Pinal County. The amount awarded under the agreement comes from the county's CDBG allocation and is paid to the community as a subrecipient.

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

Each project has different requirements and outcomes as stipulated by the CDBG program and HUD. Pinal County staff is required to ensure compliance as listed in Exhibit B of the agreement.

MOTION:

Approve as presented.

History

Time	Who	Approval
6/11/2021 10:46 AM	County Attorney	Yes
6/14/2021 8:43 AM	Grants/Hearings	Yes
6/15/2021 11:42 AM	Budget Office	Yes
6/16/2021 12:01 PM	County Manager	Yes
6/16/2021 2:26 PM	Clerk of the Board	Yes

ATTACHMENTS:
Click to download
<input type="checkbox"/> Agreement

**SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
TOWN OF FLORENCE, ARIZONA
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ADA COMPLIANT INFRASTRUCTURE PROJECT**

THIS SUBRECIPIENT AGREEMENT (“**Agreement**”) is dated June 23, 2021, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**County**”) and the TOWN OF FLORENCE, a municipal corporation of the State of Arizona (“**Subrecipient**”). County and Subrecipient are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended (“**Act**”) and applicable regulations of the United States Department of Housing and Urban Development (“**HUD**”), as amended (“**Regulations**”), County is a qualified urban county entitled to receive Community Development Block Grant (“**CDBG**”) funding through HUD.

B. Subrecipient is a unit of general local government under the Act and Regulations, and elected to participate with the County in the CDBG Entitlement funding program administered by the County (the “**Program**”).

C. County and Subrecipient are parties to that certain Community Development Block Grant Cooperation and Coordination Agreement dated August 7, 2019 pursuant to which the Parties defined their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations (the “**CDBG Agreement**”).

D. The project will take place within the Town of Florence, Arizona along approximately 1,500 linear feet on South San Carlos Street in the Town’s existing right-of-way. Land acquisitions and easements are not required for this project.

E. The Project includes replacing existing ramps identified in the project area that are in poor condition and do not meet Federal standards. Title II of the ADA requires local government to provide curb ramps for pedestrian crossing accessibility. This applies to all streets, roads and walkways for which the Town is responsible. The existing ramps identified in the project area create a hazardous condition for all residents, especially for those with limited mobility.

F. The Parties desire to work cooperatively to design, construct and complete the ADA Sidewalk Improvement Project pursuant to the terms and conditions set forth in this Agreement and the CDBG Agreement.

G. The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**A.R.S.**”) §§ 11-952, *et seq.* and the Act and Regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

1. Incorporation of CDBG Agreement. The terms and conditions of the CDBG Agreement are incorporated into this Agreement as if set forth in their entirety below.
2. Project Scope. The scope of the project (s) is set forth in the attached **Exhibit A**. County and Subrecipient agree to cooperate in performing work necessary in connection with the completion of the project (the “**Project**”) as provided in Section 3 below.
3. Parties’ Obligations.
 - a. County. County shall be primarily responsible, after consultation with Subrecipient, for ensuring compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the procurement and completion of the construction of the Project as indicated under 24 CFR Part 570.
 - b. Subrecipient. Subrecipient shall be primarily responsible, after consultation with County, for all work in connection with the Project. Subrecipient shall be responsible for compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the Project as indicated under 24 CFR Part 570. Duties include but are not limited to: environmental compliance, procurement of applicable services, permitting, reporting, financial reporting, and construction management including inspections and Davis Bacon compliance. Upon completion of the Project, Subrecipient shall be solely responsible for the operation and maintenance of the Project.
4. Funding and Project Budget. Funds provided for this project are in part through Title I of the Housing and Community Development Act of 1974, as amended Community Development Block Grant funds CFDA#14.218. A detailed project budget and funding are included under **Exhibit A**.
 - a. Pre-award Costs may be applicable and allowable under this project. Consultation with the County will be required.
 - b. Program Income shall be returned to the County in accordance with [24 CFR §570.504 Program income](#) (c). The County shall retain the program income transfers of grant funds by the Subrecipeint which shall be adjusted according to the principles described in paragraphs (b)(2) (i) and (ii) of 24 CFR 570.504. Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the County as required by [§570.503 Agreements with subrecipients](#) (b)(8).
 - c. Uniform requirements. The agreement shall require the Subrecipient to comply with applicable uniform requirements, as described in [§570.502](#) Applicability of uniform administrative requirements.

- i. Requirements for governmental agencies include but may not be limited to: OMB Circular A-87 Cost principles for state and local governments, 24 CFR Part 85 Administrative requirements for grants and cooperative agreements, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.
 - ii. Requirements for non-profit organizations include OMB Circular A-122 Cost principles for non-profit organizations, 24 CFR Part 84 Grants and agreements with non-profit organizations, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.
5. Schedule of Completion. The effective dates of this agreement are upon execution by the Chair of the Board of Supervisors and ends June 30, 2022.
6. Mutual Indemnification. To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents and employees (as “**Indemnities**”) for any claims, losses, liabilities, costs or expenses (including reasonable attorney’s fees) arising out of omissions, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents or employees in connection with the Indemnitor’s performance under this Agreement.
7. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.
8. Entire Understanding. This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party, their agents, or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each Party hereto.
9. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
10. Insurance.
 - a. Subrecipient, shall and shall cause any of its Subcontractors to purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- b. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.
- c. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- d. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
- e. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- f. County reserves the right to request and to receive, within 10 working days, certified copies of any or all the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
- g. The insurance policies required by this Agreement shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- h. The policies required hereunder, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
- i. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- j. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- k. Commercial General Liability:
 - i. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad

form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

l. Workers' Compensation:

- i. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- ii. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.

m. Automobile Liability: Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Subrecipient owned, hired, and non-owned vehicles assigned to or used in performance of the Subrecipient's work or services under this contract.

The policy shall be endorsed to include County, its agents, representatives, officers, directors, officials and employees as Additional Insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient, involving automobiles owned, leased, hired and/or non-owned by the Subrecipient, and shall insure the County to the full limits of liability purchased by the Subrecipient even if those limits of liability are in excess of the minimum limits required by this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claim arising out of Subrecipient's work or service."

n. Builder's Risk (Property) Insurance.

- i. Subrecipients shall and shall cause any of its Subcontractors to purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient and all of Subrecipient's subcontractors and sub-subcontractors in the work during the life of the Agreement and course of

construction and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto.

- ii. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement.
- iii. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory.
- iv. If the Agreement requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

o. Certificates of Insurance:

- i. Upon execution of the Agreement, Subrecipient shall and shall cause any of its Subcontractors to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
- ii. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days.
- iii. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and

acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.

- iv. If a policy does expire during the life of the Agreement, a renewed Certificate of Insurance must be sent to the County forty-five (45) days prior to the expiration date.

p. Cancellation and Expiration Notice:

- i. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
- ii. If the Subrecipient provides professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.

q. Subcontractors: Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

r. Approval: Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

s. Exceptions: In the event the Subrecipient is a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance. Nongovernmental Subcontractors of the Subrecipient shall comply with all insurance terms.

11. **Severability.** If any term or provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

12. **Termination.** This Agreement shall remain in force and effect until completion of the Project and shall comply with the applicable suspension and termination requirements, in accordance with [2 CFR part 200, subpart D, 338-342.](#)

13. **General Compliance.** The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that

- a. the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604; and

- b. the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
15. Environmental Review. In accordance with [24 CFR 50](#) and [24 CFR 58](#), an environmental review of each project carried out with federal funds must be completed. Completion of the review and receipt of a release of funds is required prior to expending funds.
16. Davis Bacon and Related Acts. This project shall comply with the federal prevailing wage requirements as applicable under [24 CFR 570.603](#) and the U.S. Department of Housing and Urban Development Davis Bacon and Labor Standards Office.
17. Procurement. This project shall comply with the Federal, State and County Procurement Policy to ensure a fair and open procurement process which encourages participation from small and disadvantaged businesses including minority and women owned businesses in accordance with [2 CFR 200](#).
- a. Compliance: The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
 - b. OMB Standards: Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
 - c. Travel: The Subrecipient shall obtain written approval from the County for any travel outside the County and Phoenix metropolitan area with funds provided under this Agreement.
 - d. The Subrecipient shall comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA) Act. Subrecipients with federal grant awards greater than or equal to \$25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The County is required to file a FFATA report by the end of the month following the month in which the Subrecipient awards any contract greater than or equal to \$25,000.

Information to be collected and provided to Pinal County for each contract includes:

- i. Federal Award Identifier Number (FAIN)
- ii. Federal Agency Name
- iii. Pinal County DUNS number
- iv. Location of performance
- v. CFDA number
- vi. Project description
- vii. Funding amount
- viii. Obligation date
- ix. Sub-award date (Date of executed agreement)
- x. Subrecipient DUNS number
- xi. Subrecipient name and address
- xii. Sub-award amount
- xiii. Project description
- xiv. Location of performance
- xv. Funding amount

18. Other program requirements.

- a. The Subrecipient agrees the project is prohibited from use for inherently religious activities under 24 CFR 570.200j.
- b. The Subrecipient acknowledges by signing the Certifications included under **Exhibit C**, they are certifying compliance with all applicable requirements of the CDBG program.

19. Anti-Lobbying. To the best of the Subrecipient's knowledge and belief:

- a. 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 any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- 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 Pinal County's Federal contract, grant, loan, or cooperative agreement, the Subrecipient will report this to Pinal County so they may complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502,

570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the County deems appropriate].
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

21. Notices. All written notices shall be addressed the following:

Pinal County
Heather Patel
P.O. Box 1348
Florence, Arizona 85132
heather.patel@pinal.gov

Town of Florence
Brent Billingsley, Town Manager
775 North Main Street
Florence, Arizona 85132
brent.billingsley@florenceaz.gov

22. Financial Management: Accounting Standards: The Subrecipient agrees to comply with 24 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

23. Documentation and Record Keeping.

- a. Records to be maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;

- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 - viii. Records outlined in the Subrecipient Forms, Documents, and Instructions package available at <https://www.pinalcountyaz.gov/Grants/Pages/NoticesDocuments.aspx>
- b. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- c. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
- d. Disclosure: The Subrecipient understands client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e. Close-outs: The Subrecipient's obligation to the County shall not end until all close-out

requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period the Subrecipient has control over CDBG funds, including program income.

- f. **Audits & Inspections:** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

24. Reporting and Payment Procedures

- a. **Program Income:** The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.
- b. **Indirect Costs:** If indirect costs are charged, the Subrecipient shall provide documentation of their indirect cost rate, as approved by their cognizant agency. If an approved indirect cost rate is not available, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.
- c. **Payment Procedures:** The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the

Subrecipient.

- d. **Progress Reports:** The Subrecipient shall submit quarterly progress reports to the County in the form, content, and frequency as required by the County to ensure compliance and timeliness. Specific reporting data points are included under **Exhibit B**.

25. **County Recognition.** The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

26. **Amendments.** The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

27. **Representations and Warranties.**

- a. The Parties warrant that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of their employees and warrant they are in compliance with A.R.S. § 23-214A which requires e-verification of each employee's legal employability after they are employed.
- b. The Parties agree that all contracts awarded to contractors in connection with the Project shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A), listed on the SAM.gov website, not listed on the excluded parties list, and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by County or Subrecipient for the Project.
- c. The Parties agree that all contracts awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:

- i. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.
 - ii. A breach of warranty under paragraph i. above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.
 - iii. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to County or Subrecipient, as applicable. County and Subrecipient, at their sole discretion, may conduct random verifications of employment records of the contractor and any subcontractors to ensure compliance. The contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.
 - iv. Any and all Federal, State and local contractual requirements including, without limitation, those relating to remedies, termination, employment, labor, records, environment and energy.
- d. Civil Rights
 - i. Compliance: The Subrecipient agrees to comply with the State of Arizona Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
 - ii. Nondiscrimination: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- e. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as

herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- f. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- g. Affirmative Action
 - i. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
 - ii. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- h. Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- i. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action

employer.

- j. Subcontract Provisions: The Subrecipient will include the provisions of Paragraphs d. Civil Rights, and g. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.
- k. Employment Restrictions
 - i. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
 - ii. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- l. “Section 3” Clause
 - i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135,

and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- ii. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

28. Environmental Conditions.

- a. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - i. Clean Air Act, 42 U.S.C., 7401, *et seq.*
 - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- b. Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- c. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point

out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- d. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

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

Town of Florence, a municipal
corporation of the State of Arizona

PINAL COUNTY, a political
subdivision of the State of Arizona

By: _____
Mayor

By: _____
Chair of the Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Town/City Clerk

Clerk/Deputy Clerk of the Board of
Supervisors

Approved as to form and within the
powers and authority granted the Town of
Florence under the laws of the State of Arizona:

Approved as to form and within the
powers and authority granted Pinal
County under the laws of the State of
Arizona:

Town/City Attorney

Deputy County Attorney

EXHIBIT A

Project Scope

Project Name: Florence ADA Compliant Infrastructure

Project Number: 2020-7

Project Description

The Town of Florence will replace non-American with Disabilities Act of 1990 (ADA) compliant curb ramps with new ramps that meet the technical requirements of the ADA Accessibility Guidelines for Buildings and facilities (ADAAG) per the ADA of 1990 and Tiles II and II of the ADA. The ramps will meet the standards for slope, width, surface, sides of curb ramps, detectable warnings, location of marked crossings and diagonal curb ramps as specified in Section 4 of ADAAG.

The project scope of work includes the competitive procurement of construction services to remove and replace 14 crosswalk ramps at five street intersections, replacing 13 driveway ramps, removing two driveways, and installing approximately 1,500 linear feet (LF) of five-foot sidewalk. The specific scope of work includes the following:

1. Saw cut the existing curb ramps
2. Remove existing concrete
3. Patch or replace gutters if necessary
4. Install curb ramps and returned curbs
5. Install transitions, flairs, and truncated domes
6. Install five-foot sidewalk

The project will take place in Florence, Arizona along approximately 1,500 LF on South San Carlos Street in the Town's existing right of way. Ramps will be replaced along the following locations:

1. South San Carlos Street and East Butte Avenue
2. South San Carlos Street and East Aguilar Street
3. South San Carlos Street and East Brady Street
4. South San Carlos Street and East Collingwood Street
5. South San Carlos Street and East Duran Street

Project Beneficiaries

Source: U.S. Census 2013-2017 American Community Survey

Total beneficiaries = 919

Percentage of low and moderate income beneficiaries = 100%

Ethnicity and Race of beneficiaries

White	1616
Black or African American	19
American Indian and Alaskan Native	9
Asian	0
Native Hawaiian or other Pacific Islander	0

Some other race	80
Two or more races	0
Hispanic or Latino	385

Project Schedule

May – Environmental Review

June – Execute Subrecipient agreement

June – Anticipated approval and release of funds from Pinal County

September – Complete procurement

January – Project completion

February – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2020 Community Development Block Grant CFDA 14.218

Administration and Labor Standards = \$ 2,500.00

Construction Services = \$127,500.00

Community Matching Funds = \$ 58,789.00

Total = \$188,789.00

EXHIBIT B

Quarterly reports are to be submitted to the CDBG Specialist on the following schedule:

July 1 – September 30 submitted by October 10

October 1 – December 31 by January 10

January 1 – March 30 by April 10

April 1 – June 30 by July 10

The following data points shall be included in each quarterly progress report when applicable:

- 1. Description and rational of change orders including documentation.**
- 2. Wage decision received through <https://beta.sam.gov/>**
- 3. Labor standard and payroll reports as provided at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform with corresponding Section 3 documentation**
- 4. Documentation of Affirmatively Furthering Fair Housing**
- 5. Amount of funds paid to contractor for services including documentation.**
- 6. Amount of funds invoiced to Pinal County for reimbursement.**
- 7. Amount of funds received from Pinal County.**
- 8. Status of project by percent complete compared to the funds expended and the schedule submitted with the application**
- 9. Any additional funds allocated and spent on the project including the source**
- 10. FFATA required data for all contracts.**
 - a. Name of contractor**
 - a. Total contract amount**
 - b. verification of www.sam.gov eligibility**
 - c. DUNS #**
 - d. MBE/WBE eligibility**
 - e. List of subcontractors including the above information**

A final report shall be submitted within 30 days of close of project. The following items shall be included in the report:

- 1. Total number of beneficiaries**
- 2. Total number of low income beneficiaries**
- 3. Breakdown of beneficiaries by race and ethnicity including: White, Black or African American, American Indian and Alaskan Native, Asian, Native Hawaiian or other Pacific Islander, Some other Race, or Two or more Races. Also, each beneficiary should be identified if they are Hispanic or Latino.**
- 4. Total amount of funds expended, reimbursed by county, any balance remaining**
- 5. Total amount of additional funds spent on the project including source**
- 6. Final outcome of project e.g.**
 - a. how did the project benefit low income people?**
 - b. what were the results of the project?**

Sample chart to illustrate financial report

	Funding	Expended	Invoiced	Received
Project start	\$00.00			
Invoice 1				
Invoice 2				
Invoice 3				
Invoice 4				
Invoice 5				
Final balance	\$00.00			

In addition to the above related activities, the Subrecipient shall identify the following:

- 1. Actions taken on behalf of the Subrecipient to remove negative effects of public policy that serve as a barrier to affordable housing.**
- 2. What actions, if any were taken to reduce lead-based paint hazards in affordable housing.**
- 3. What actions, if any were taken to reduce the number of poverty-level families within your community.**
- 4. What actions, if any were taken to improve coordination with social service agencies serving your community.**
- 5. What actions, if any were taken to remove impediments to fair housing outside those actions listed above?**

EXHIBIT C

See following signed certifications as submitted with the Subrecipient's project proposal.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the unit of local of government (ULG) certifies that:

Affirmatively Further Fair Housing – It 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 Acquisitions 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 (CDBG) or HOME programs.

Anti-Lobbying – To the best of the ULG'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 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 Pinal County's Federal contract, grant, loan, or cooperative agreement, the ULG shall certify and disclose this to Pinal County so they may complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

Authority of Jurisdiction – The consolidated plan is authorized under State and local law and the ULG 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 activities to be undertaken with Community Development Block Grant (CDBG), HOME, Emergency Solutions Grant, and housing opportunities for persons with AIDS funds are consistent with the strategic plan in Pinal County'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 at 24 CFR part 135.

Citizen Participation – It is in full compliance and adhering to Pinal County's detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Pinal County's consolidated plan identifies community development and housing needs and specific both short-term and long-term community development objectives that have been developed in accordance with primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing expanding economic opportunities, primarily, for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570. The ULG further certifies 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 a proposal to be included in the Pinal County Action Plan so as to give maximum feasible priority to activities which benefit low-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.
2. Overall Benefit. The aggregate use of CDBG funds, including section 108 guaranteed loans, during program year(s) 2020, 2021, 2022, shall principally benefit persons of low and moderate income in a manner that ensures 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 portion of a fee or assessment that related to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment of 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 program 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.

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 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 additional HOME funds in combination with other federal assistance than is necessary to provide affordable housing;

Emergency Solutions Grants Certifications - The Emergency Solutions Grants Program recipients certifies that:

Major rehabilitation/conversion/renovation -- If an emergency shelters rehabilitation costs exceeds 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 ten 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 three 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 ULG 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 ULG will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The ULG has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided to 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 ULG 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 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 Pinal County's consolidated plan.

Discharge Policy – The ULG 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 individuals.

Housing Opportunities for Persons with AIDS Certifications - The HOPWA recipients certifies that:

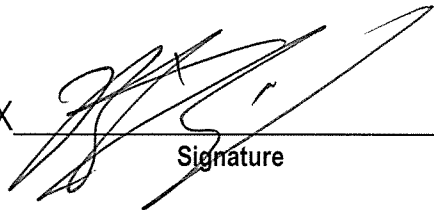
Activities – Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

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 for a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of building or structure.

Lobbying Certifications

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 for each such failure.

X _____
Signature

X 7/22/20
Date



AGENDA ITEM

June 23, 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:

Discussion/approval/disapproval of a Subrecipient Agreement with the City of Eloy for an award of Community Development Block Grant (CDBG) funding under fiscal years 2020, 2021, and CDBG-CV (coronavirus) funding awarded to Pinal County under the U.S. Department of Housing and Urban Development (HUD) CDBG Entitlement program. As a participating jurisdiction and having executed a cooperative agreement for fiscal years 2020 and 2021, local governments are eligible to receive CDBG funding from Pinal County for CDBG qualified projects that benefit low and moderate income residents. The City of Eloy projects identified under Exhibit A of the agreement include: FY20: ADA compliant infrastructure at the Main Street park, FY21: ADA compliant infrastructure at Jones park, CDBG-CV: community facility improvements. (Heather Patel/Lori Pruitt)

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

There is no fiscal impact to Pinal County. The amount awarded under the agreement comes from the county's CDBG allocation and is paid to the community as a subrecipient.

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

Each project has different requirements and outcomes as stipulated by the CDBG program and HUD. Pinal County staff is required to ensure compliance as listed in Exhibit B of the agreement.

MOTION:

Approve as presented.

History

Time	Who	Approval
6/11/2021 10:45 AM	County Attorney	Yes
6/14/2021 8:43 AM	Grants/Hearings	Yes
6/15/2021 11:42 AM	Budget Office	Yes
6/16/2021 12:07 PM	County Manager	Yes

ATTACHMENTS:
Click to download
<input type="checkbox"/> Agreement

**SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
CITY OF ELOY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS SUBRECIPIENT AGREEMENT (“**Agreement**”) is dated June 23, 2021, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**County**”) and the CITY OF ELOY, a municipal corporation of the State of Arizona (“**Subrecipient**”). County and Subrecipient are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended (“**Act**”) and applicable regulations of the United States Department of Housing and Urban Development (“**HUD**”), as amended (“**Regulations**”), County is a qualified urban county entitled to receive Community Development Block Grant (“**CDBG**”) funding through HUD.

B. Subrecipient is a unit of general local government under the Act and Regulations, and elected to participate with the County in the CDBG Entitlement funding program administered by the County (the “**Program**”).

C. County and Subrecipient are parties to that certain Community Development Block Grant Cooperation and Coordination Agreement dated August 7, 2019 pursuant to which the Parties defined their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations (the “**CDBG Agreement**”).

D. Subrecipient owns, operates and maintains the facilities in which the projects are to be completed and located within the Subrecipient’s municipal boundaries.

E. The Program includes projects involving improvements to community and park facilities necessary to serve City of Eloy residents within an area designated low to moderate income based on HUD data and documented by the Subrecipient.

F. The Parties desire to work cooperatively to complete the projects pursuant to the terms and conditions set forth in this Agreement and the CDBG Agreement.

G. The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**A.R.S.**”) §§ 11-952, *et seq.* and the Act and Regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

1. Incorporation of CDBG Agreement. The terms and conditions of the CDBG Agreement are incorporated into this Agreement as if set forth in their entirety below.
2. Project Scope. The scope of the project (s) is set forth in the attached **Exhibit A**. County and Subrecipient agree to cooperate in performing work necessary in connection with the completion of the project (the “**Project**”) as provided in Section 3 below.
3. Parties’ Obligations.
 - a. County. County shall be primarily responsible, after consultation with Subrecipient, for ensuring compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the procurement and completion of the construction of the Project as indicated under 24 CFR Part 570.
 - b. Subrecipient. Subrecipient shall be primarily responsible, after consultation with County, for all work in connection with the Project. Subrecipient shall be responsible for compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the Project as indicated under 24 CFR Part 570. Duties include but are not limited to: environmental compliance, procurement of applicable services, permitting, reporting, financial reporting, and construction management including inspections and Davis Bacon compliance. Upon completion of the Project, Subrecipient shall be solely responsible for the operation and maintenance of the Project.
4. Funding and Project Budget. Funds provided for this project are in part through Title I of the Housing and Community Development Act of 1974, as amended Community Development Block Grant funds CFDA#14.218. A detailed project budget and funding are included under **Exhibit A**.
 - a. Pre-award Costs may be applicable and allowable under this project. Consultation with the County will be required.
 - b. Program Income shall be returned to the County in accordance with [24 CFR §570.504 Program income](#) (c). The County shall retain the program income transfers of grant funds by the Subrecipient which shall be adjusted according to the principles described in paragraphs (b)(2) (i) and (ii) of 24 CFR 570.504. Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the County as required by [§570.503 Agreements with subrecipients](#) (b)(8).
 - c. Uniform requirements. The agreement shall require the Subrecipient to comply with applicable uniform requirements, as described in [§570.502](#) Applicability of uniform administrative requirements.

- i. Requirements for governmental agencies include but may not be limited to: OMB Circular A-87 Cost principles for state and local governments, 24 CFR Part 85 Administrative requirements for grants and cooperative agreements, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.
 - ii. Requirements for non-profit organizations include OMB Circular A-122 Cost principles for non-profit organizations, 24 CFR Part 84 Grants and agreements with non-profit organizations, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.
- 5. Schedule of Completion. The effective dates of this agreement are upon execution by the Chair of the Board of Supervisors and ends June 30, 2022.
- 6. Mutual Indemnification. To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents and employees (as “**Indemnit**ies”) for any claims, losses, liabilities, costs or expenses (including reasonable attorney’s fees) arising out of omissions, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents or employees in connection with the Indemnitor’s performance under this Agreement.
- 7. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.
- 8. Entire Understanding. This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party, their agents, or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each Party hereto.
- 9. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- 10. Insurance.
 - a. Subrecipient, shall and shall cause any of its Subcontractors to purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
 - b. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed

and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.

- c. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- d. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
- e. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- f. County reserves the right to request and to receive, within 10 working days, certified copies of any or all the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
- g. The insurance policies required by this Agreement shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- h. The policies required hereunder, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
- i. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- j. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- k. Commercial General Liability:
 - i. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve

to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

l. Workers' Compensation:

- i. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- ii. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.

m. Automobile Liability: Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Subrecipient owned, hired, and non-owned vehicles assigned to or used in performance of the Subrecipient's work or services under this contract.

The policy shall be endorsed to include County, its agents, representatives, officers, directors, officials and employees as Additional Insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient, involving automobiles owned, leased, hired and/or non-owned by the Subrecipient, and shall insure the County to the full limits of liability purchased by the Subrecipient even if those limits of liability are in excess of the minimum limits required by this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claim arising out of Subrecipient's work or service."

n. Builder's Risk (Property) Insurance.

- i. Subrecipients shall and shall cause any of its Subcontractors to purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient and all of Subrecipient's subcontractors and sub-subcontractors in the work during the life of the Agreement and course of construction and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for

loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto.

- ii. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement.
- iii. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory.
- iv. If the Agreement requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

o. Certificates of Insurance:

- i. Upon execution of the Agreement, Subrecipient shall and shall cause any of its Subcontractors to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
- ii. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days.
- iii. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.

- iv. If a policy does expire during the life of the Agreement, a renewed Certificate of Insurance must be sent to the County forty-five (45) days prior to the expiration date.
 - p. Cancellation and Expiration Notice:
 - i. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
 - ii. If the Subrecipient provides professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
 - q. Subcontractors: Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
 - r. Approval: Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.
 - s. Exceptions: In the event the Subrecipient is a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance. Nongovernmental Subcontractors of the Subrecipient shall comply with all insurance terms.
11. Severability. If any term or provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.
12. Termination. This Agreement shall remain in force and effect until completion of the Project and shall comply with the applicable suspension and termination requirements, in accordance with [2 CFR part 200, subpart D, 338-342](#).
13. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that
- a. the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604; and
 - b. the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply

with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
15. Environmental Review. In accordance with [24 CFR 50](#) and [24 CFR 58](#), an environmental review of each project carried out with federal funds must be completed. Completion of the review and receipt of a release of funds is required prior to expending funds.
16. Davis Bacon and Related Acts. This project shall comply with the federal prevailing wage requirements as applicable under [24 CFR 570.603](#) and the U.S. Department of Housing and Urban Development Davis Bacon and Labor Standards Office.
17. Procurement. This project shall comply with the Federal, State and County Procurement Policy to ensure a fair and open procurement process which encourages participation from small and disadvantaged businesses including minority and women owned businesses in accordance with [2 CFR 200](#).
 - a. Compliance: The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
 - b. OMB Standards: Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
 - c. Travel: The Subrecipient shall obtain written approval from the County for any travel outside the County and Phoenix metropolitan area with funds provided under this Agreement.
 - d. The Subrecipient shall comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA) Act. Subrecipients with federal grant awards greater than or equal to \$25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The County is required to file a FFATA report by the end of the month following the month in which the Subrecipient awards any contract greater than or equal to \$25,000.

Information to be collected and provided to Pinal County for each contract includes:

- i. Federal Award Identifier Number (FAIN)
- ii. Federal Agency Name
- iii. Pinal County DUNS number
- iv. Location of performance
- v. CFDA number
- vi. Project description
- vii. Funding amount
- viii. Obligation date
- ix. Sub-award date (Date of executed agreement)
- x. Subrecipient DUNS number
- xi. Subrecipient name and address
- xii. Sub-award amount
- xiii. Project description
- xiv. Location of performance
- xv. Funding amount

18. Other program requirements.

- a. The Subrecipient agrees the project is prohibited from use for inherently religious activities under 24 CFR 570.200j.
- b. The Subrecipient acknowledges by signing the Certifications included under Exhibit C, they are certifying compliance with all applicable requirements of the CDBG program.

19. Anti-Lobbying. To the best of the Subrecipient's knowledge and belief:

- a. 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 any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- 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 Pinal County's Federal contract, grant, loan, or cooperative agreement, the Subrecipient will report this to Pinal County so they may complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the County deems appropriate].
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

21. Notices. All written notices shall be addressed the following:

Pinal County
Heather Patel
P.O. Box 1348
Florence, Arizona 85132
heather.patel@pinal.gov

City of Eloy
Melissa Weimer
595 North C Street, Suite 103
Eloy, Arizona 85131
mweimer@eloyaz.gov

22. Financial Management: Accounting Standards: The Subrecipient agrees to comply with 24 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

23. Documentation and Record Keeping.

- a. Records to be maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National

Objectives of the CDBG program;

- iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 - viii. Records outlined in the Subrecipient Forms, Documents, and Instructions package available at <https://www.pinalcountyyaz.gov/Grants/Pages/NoticesDocuments.aspx>
- b. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- c. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
- d. Disclosure: The Subrecipient understands client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e. Close-outs: The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period the Subrecipient has control over CDBG funds, including program income.

- f. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

24. Reporting and Payment Procedures

- a. Program Income: The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.
- b. Indirect Costs: If indirect costs are charged, the Subrecipient shall provide documentation of their indirect cost rate, as approved by their cognizant agency. If an approved indirect cost rate is not available, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.
- c. Payment Procedures: The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

- d. **Progress Reports:** The Subrecipient shall submit quarterly progress reports to the County in the form, content, and frequency as required by the County to ensure compliance and timeliness. Specific reporting data points are included under **Exhibit B**.

25. **County Recognition.** The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

26. **Amendments.** The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

27. **Representations and Warranties.**

- a. The Parties warrant that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of their employees and warrant they are in compliance with A.R.S. § 23-214A which requires e-verification of each employee's legal employability after they are employed.
- b. The Parties agree that all contracts awarded to contractors in connection with the Project shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A), listed on the SAM.gov website, not listed on the excluded parties list, and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by County or Subrecipient for the Project.
- c. The Parties agree that all contracts awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:
 - i. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.

- ii. A breach of warranty under paragraph i. above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.
- iii. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to County or Subrecipient, as applicable. County and Subrecipient, at their sole discretion, may conduct random verifications of employment records of the contractor and any subcontractors to ensure compliance. The contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.
- iv. Any and all Federal, State and local contractual requirements including, without limitation, those relating to remedies, termination, employment, labor, records, environment and energy.

d. Civil Rights

- i. Compliance: The Subrecipient agrees to comply with the State of Arizona Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
 - ii. Nondiscrimination: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- e. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- f. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- g. Affirmative Action
 - i. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
 - ii. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- h. Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- i. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

- j. Subcontract Provisions: The Subrecipient will include the provisions of Paragraphs d. Civil Rights, and g. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.
- k. Employment Restrictions
 - i. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
 - ii. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- l. "Section 3" Clause
 - i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the County, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- ii. Notifications: The Subrecipient agrees to send to each labor organization or

representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- iii. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

28. Environmental Conditions.

- a. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - i. Clean Air Act, 42 U.S.C., 7401, *et seq.*
 - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- b. Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- c. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The

notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- d. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

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

City of Eloy, a municipal
corporation of the State of Arizona

PINAL COUNTY, a political
subdivision of the State of Arizona

By: _____
Mayor

By: _____
Chair of the Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Town/City Clerk

Clerk/Deputy Clerk of the Board of
Supervisors

Approved as to form and within the
powers and authority granted the City of
Eloy under the laws of the State of Arizona:

Approved as to form and within the
powers and authority granted Pinal
County under the laws of the State of
Arizona:

Town/City Attorney

Deputy County Attorney

EXHIBIT A

Project Scope #1

Project Name: Eloy ADA Compliant Infrastructure

Project Number: 2020-6

Project Description

The City of Eloy will contract with a JOC to make accessibility improvements at the Central (Main Street) Park. Improvements include: sidewalk ramp (curb cut), designated handicapped parking, and a wheelchair accessible ramp with ADA railing leading to the park's Ramada. Project will include the removal of existing concrete and the installation of approx. 1,500 s.f. of concrete and hand rails.

Project Beneficiaries

Source: HUD

Total beneficiaries = 9,610

Percentage of low and moderate income beneficiaries = 69%

Ethnicity and Race of beneficiaries

White	6621
Black or African American	769
Asian	183
American Indian and Alaskan Native	375
Native Hawaiian or other Pacific Islander	279
Some other race	
Two or more races	1383
Hispanic or Latino	5410

Project Schedule

June – Environmental Review

June – Execute Subrecipient agreement

June - Anticipated approval and release of funds from Pinal County

July – Complete procurement

August – November – Project completion

December – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2020 Community Development Block Grant CFDA 14.218

Total = \$130,000.00

Project Scope #2

Project Name: Eloy Jones Park ADA Improvement

Project Number: 2021-3

Project Description

The City of Eloy will contract with a JOC to make accessibility improvements at Jones Park. Improvements include: ADA compliant sidewalks and ramps.

Project Beneficiaries

Source: HUD

Total beneficiaries = 9,610

Percentage of low and moderate income beneficiaries = 69%

Ethnicity and Race of beneficiaries

White	6621
Black or African American	769
Asian	183
American Indian and Alaskan Native	375
Native Hawaiian or other Pacific Islander	279
Some other race	
Two or more races	1383
Hispanic or Latino	5410

Project Schedule

June – Environmental Review

June – Execute Subrecipient agreement

August/September - Anticipated approval and release of funds from Pinal County

October/November – Completed procurement

December – June – Project completion

June – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2021 Community Development Block Grant CFDA 14.218

Total = \$130,000.00

Project Scope #3

Project Name: Eloy Facility Improvements

Project Number: 2019-5-CV3

Project Description

The City of Eloy will competitively purchase and install air scrubbers in four city facility buildings including the Toltec Senior Center, Santa Cruz Library, Community Services Building, and City Hall. Air scrubbers utilize UV light to create oxidizers which destroy viruses, bacteria, volatile organic compounds, and other environmental contaminants eliminating up to 99% of airborne sar-cov-2. This activity will help prevent the spread of coronavirus.

Project Beneficiaries

Source: HUD

Total beneficiaries = 9,610

Percentage of low and moderate income beneficiaries = 69%

Ethnicity and Race of beneficiaries

White	6621
Black or African American	769
Asian	183
American Indian and Alaskan Native	375
Native Hawaiian or other Pacific Islander	279
Some other race	
Two or more races	1383
Hispanic or Latino	5410

Project Schedule

Complete – Environmental Review

June – Execute Subrecipient agreement

June - Anticipated approval and release of funds from Pinal County

July/August – Completed procurement

September - November – Project completion

December – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2019 Community Development Block Grant CV funding CFDA 14.218

Total = \$50,000.00

EXHIBIT B

Quarterly reports are to be submitted to the CDBG Specialist on the following schedule:

July 1 – September 30 submitted by October 10

October 1 – December 31 by January 10

January 1 – March 30 by April 10

April 1 – June 30 by July 10

The following data points shall be included in each quarterly progress report when applicable:

- 1. Description and rational of change orders including documentation.**
- 2. Wage decision received through <https://beta.sam.gov/>**
- 3. Labor standard and payroll reports as provided at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform with corresponding Section 3 documentation**
- 4. Documentation of Affirmatively Furthering Fair Housing**
- 5. Amount of funds paid to contractor for services including documentation.**
- 6. Amount of funds invoiced to Pinal County for reimbursement.**
- 7. Amount of funds received from Pinal County.**
- 8. Status of project by percent complete compared to the funds expended and the schedule submitted with the application**
- 9. Any additional funds allocated and spent on the project including the source**
- 10. FFATA required data for all contracts.**
 - a. Name of contractor**
 - a. Total contract amount**
 - b. verification of www.sam.gov eligibility**
 - c. DUNS #**
 - d. MBE/WBE eligibility**
 - e. List of subcontractors including the above information**

A final report shall be submitted within 30 days of close of project. The following items shall be included in the report:

- 1. Total number of beneficiaries**
- 2. Total number of low income beneficiaries**
- 3. Breakdown of beneficiaries by race and ethnicity including: White, Black or African American, American Indian and Alaskan Native, Asian, Native Hawaiian or other Pacific Islander, Some other Race, or Two or more Races. Also, each beneficiary should be identified if they are Hispanic or Latino.**
- 4. Total amount of funds expended, reimbursed by county, any balance remaining**
- 5. Total amount of additional funds spent on the project including source**
- 6. Final outcome of project e.g.**
 - a. how did the project benefit low income people?**
 - b. what were the results of the project?**

Sample chart to illustrate financial report

	Funding	Expended	Invoiced	Received
Project start	\$00.00			
Invoice 1				
Invoice 2				
Invoice 3				
Invoice 4				
Invoice 5				
Final balance	\$00.00			

In addition to the above related activities, the Subrecipient shall identify the following:

- 1. Actions taken on behalf of the Subrecipient to remove negative effects of public policy that serve as a barrier to affordable housing.**
- 2. What actions, if any were taken to reduce lead-based paint hazards in affordable housing.**
- 3. What actions, if any were taken to reduce the number of poverty-level families within your community.**
- 4. What actions, if any were taken to improve coordination with social service agencies serving your community.**
- 5. What actions, if any were taken to remove impediments to fair housing outside those actions listed above?**

EXHIBIT C

See attached signed certifications as submitted with the Subrecipient's project proposal.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the unit of local government (ULG) certifies that:

Affirmatively Further Fair Housing – It 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 Acquisitions 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 (CDBG) or HOME programs.

Anti-Lobbying – To the best of the ULG'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 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 Pinal County's Federal contract, grant, loan, or cooperative agreement, the ULG shall certify and disclose this to Pinal County so they may complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

Authority of Jurisdiction – The consolidated plan is authorized under State and local law and the ULG 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 activities to be undertaken with Community Development Block Grant (CDBG), HOME, Emergency Solutions Grant, and housing opportunities for persons with AIDS funds are consistent with the strategic plan in Pinal County'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 at 24 CFR part 135.

Citizen Participation – It is in full compliance and adhering to Pinal County's detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Pinal County's consolidated plan identifies community development and housing needs and specific both short-term and long-term community development objectives that have been developed in accordance with primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing expanding economic opportunities, primarily, for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570. The ULG further certifies 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 a proposal to be included in the Pinal County Action Plan so as to give maximum feasible priority to activities which benefit low-moderate income families or aid in the prevention of 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.
2. Overall Benefit. The aggregate use of CDBG funds, including section 108 guaranteed loans, during program year(s) 2020, 2021, 2022, shall principally benefit persons of low and moderate income in a manner that ensures 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 portion of a fee or assessment that related to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment of 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 program 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.

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 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 additional HOME funds in combination with other federal assistance than is necessary to provide affordable housing;

Emergency Solutions Grants Certifications - The Emergency Solutions Grants Program recipients certifies that:

Major rehabilitation/conversion/renovation -- If an emergency shelters rehabilitation costs exceeds 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 ten 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 three 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 ULG 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 ULG will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The ULG has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided to 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 ULG 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 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 Pinal County's consolidated plan.

Discharge Policy – The ULG 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 individuals.

Housing Opportunities for Persons with AIDS Certifications - The HOPWA recipients 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 for a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of building or structure.

Lobbying Certifications

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 for each such failure.

The authorized official's signature below certifies that this CDBG Application Package has been reviewed and all information provided in this application and any attachment(s) thereto are true and correct.



Signature of Authorized Agent or Representative

3-8-2021
Date

Micah Powell

Printed Name

Mayor

Title

City of Eloy

Organization



AGENDA ITEM

June 23, 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:

Discussion/approval/disapproval of a Subrecipient Agreement with the City of Maricopa for an award of Community Development Block Grant (CDBG) funding under fiscal years 2020 and 2021 funding awarded to Pinal County under the U.S. Department of Housing and Urban Development (HUD) CDBG Entitlement program. As a participating jurisdiction and having executed a cooperative agreement for fiscal years 2020 and 2021, local governments are eligible to receive CDBG funding from Pinal County for CDBG qualified projects that benefit low and moderate income residents. The City of Maricopa projects identified under Exhibit A of the agreement include: FY20: ADA compliant infrastructure, and FY21: utility improvements. (Heather Patel/Lori Pruitt)

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

There is no fiscal impact to Pinal County. The amount awarded under the agreement comes from the county's CDBG allocation and is paid to the community as a subrecipient.

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

Each project has different requirements and outcomes as stipulated by the CDBG program and HUD. Pinal County staff is required to ensure compliance as listed in Exhibit B of the agreement.

MOTION:

Approved as presented.

History	Who	Approval
Time		
6/11/2021 10:47 AM	County Attorney	Yes
6/14/2021 8:42 AM	Grants/Hearings	Yes
6/15/2021 11:45 AM	Budget Office	Yes
6/16/2021 11:30 AM	County Manager	Yes
6/16/2021 2:26 PM	Clerk of the Board	Yes

ATTACHMENTS:
Click to download
<input type="checkbox"/> Agreement

**SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
CITY OF MARICOPA
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS SUBRECIPIENT AGREEMENT (“**Agreement**”) is dated June 23, 2021, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**County**”) and the CITY OF MARICOPA a municipal corporation of the State of Arizona (“**Subrecipient**”). County and Subrecipient are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended (“**Act**”) and applicable regulations of the United States Department of Housing and Urban Development (“**HUD**”), as amended (“**Regulations**”), County is a qualified urban county entitled to receive Community Development Block Grant (“**CDBG**”) funding through HUD.

B. Subrecipient is a unit of general local government under the Act and Regulations, and elected to participate with the County in the CDBG Entitlement funding program administered by the County (the “**Program**”).

C. County and Subrecipient are parties to that certain Community Development Block Grant Cooperation and Coordination Agreement dated July 16, 2019 pursuant to which the Parties defined their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations (the “**CDBG Agreement**”).

D. The Program includes projects involving improvements to community facilities necessary to serve City of Maricopa residents within an area designated low to moderate income based on HUD data and documented by the Subrecipient.

E. The Parties desire to work cooperatively to complete the projects pursuant to the terms and conditions set forth in this Agreement and the CDBG Agreement.

F. The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**A.R.S.**”) §§ 11-952, *et seq.* and the Act and Regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

1. Incorporation of CDBG Agreement. The terms and conditions of the CDBG Agreement are incorporated into this Agreement as if set forth in their entirety below.
2. Project Scope. The scope of the project (s) is set forth in the attached **Exhibit A**. County and Subrecipient agree to cooperate in performing work necessary in connection with the completion of the project (the “**Project**”) as provided in Section 3 below.
3. Parties’ Obligations.
 - a. County. County shall be primarily responsible, after consultation with Subrecipient, for ensuring compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the procurement and completion of the construction of the Project as indicated under 24 CFR Part 570.
 - b. Subrecipient. Subrecipient shall be primarily responsible, after consultation with County, for all work in connection with the Project. Subrecipient shall be responsible for compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the Project as indicated under 24 CFR Part 570. Duties include but are not limited to: environmental compliance, procurement of applicable services, permitting, reporting, financial reporting, and construction management including inspections and Davis Bacon compliance. Upon completion of the Project, Subrecipient shall be solely responsible for the operation and maintenance of the Project.
4. Funding and Project Budget. Funds provided for this project are in part through Title I of the Housing and Community Development Act of 1974, as amended Community Development Block Grant funds CFDA#14.218. A detailed project budget and funding are included under **Exhibit A**.
 - a. Pre-award Costs may be applicable and allowable under this project. Consultation with the County will be required.
 - b. Program Income shall be returned to the County in accordance with [24 CFR §570.504 Program income](#) (c). The County shall retain the program income transfers of grant funds by the Subrecipient which shall be adjusted according to the principles described in paragraphs (b)(2) (i) and (ii) of 24 CFR 570.504. Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the County as required by [§570.503 Agreements with subrecipients](#) (b)(8).
 - c. Uniform requirements. The agreement shall require the Subrecipient to comply with applicable uniform requirements, as described in [§570.502](#) Applicability of uniform administrative requirements.

- i. Requirements for governmental agencies include but may not be limited to: OMB Circular A-87 Cost principles for state and local governments, 24 CFR Part 85 Administrative requirements for grants and cooperative agreements, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.
 - ii. Requirements for non-profit organizations include OMB Circular A-122 Cost principles for non-profit organizations, 24 CFR Part 84 Grants and agreements with non-profit organizations, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.
5. Schedule of Completion. The effective dates of this agreement are upon execution by the Chair of the Board of Supervisors and ends June 30, 2022.
6. Mutual Indemnification. To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents and employees (as “**Indemnities**”) for any claims, losses, liabilities, costs or expenses (including reasonable attorney’s fees) arising out of omissions, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents or employees in connection with the Indemnitor’s performance under this Agreement.
7. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.
8. Entire Understanding. This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party, their agents, or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each Party hereto.
9. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
10. Insurance.
 - a. Subrecipient, shall and shall cause any of its Subcontractors to purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
 - b. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed

and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.

- c. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- d. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
- e. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- f. County reserves the right to request and to receive, within 10 working days, certified copies of any or all the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
- g. The insurance policies required by this Agreement shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- h. The policies required hereunder, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
- i. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- j. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- k. Commercial General Liability:
 - i. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve

to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

l. Workers' Compensation:

- i. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- ii. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.

m. Automobile Liability: Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Subrecipient owned, hired, and non-owned vehicles assigned to or used in performance of the Subrecipient's work or services under this contract.

The policy shall be endorsed to include County, its agents, representatives, officers, directors, officials and employees as Additional Insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient, involving automobiles owned, leased, hired and/or non-owned by the Subrecipient, and shall insure the County to the full limits of liability purchased by the Subrecipient even if those limits of liability are in excess of the minimum limits required by this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claim arising out of Subrecipient's work or service."

n. Builder's Risk (Property) Insurance.

- i. Subrecipients shall and shall cause any of its Subcontractors to purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient and all of Subrecipient's subcontractors and sub-subcontractors in the work during the life of the Agreement and course of construction and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for

loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto.

- ii. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement.
 - iii. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory.
 - iv. If the Agreement requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.
- o. Certificates of Insurance:
- i. Upon execution of the Agreement, Subrecipient shall and shall cause any of its Subcontractors to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
 - ii. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days.
 - iii. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.

- iv. If a policy does expire during the life of the Agreement, a renewed Certificate of Insurance must be sent to the County forty-five (45) days prior to the expiration date.
 - p. Cancellation and Expiration Notice:
 - i. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
 - ii. If the Subrecipient provides professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
 - q. Subcontractors: Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
 - r. Approval: Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.
 - s. Exceptions: In the event the Subrecipient is a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance. Nongovernmental Subcontractors of the Subrecipient shall comply with all insurance terms.
11. Severability. If any term or provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.
12. Termination. This Agreement shall remain in force and effect until completion of the Project and shall comply with the applicable suspension and termination requirements, in accordance with [2 CFR part 200, subpart D, 338-342](#).
13. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that
- a. the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604; and
 - b. the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply

with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
15. Environmental Review. In accordance with [24 CFR 50](#) and [24 CFR 58](#), an environmental review of each project carried out with federal funds must be completed. Completion of the review and receipt of a release of funds is required prior to expending funds.
16. Davis Bacon and Related Acts. This project shall comply with the federal prevailing wage requirements as applicable under [24 CFR 570.603](#) and the U.S. Department of Housing and Urban Development Davis Bacon and Labor Standards Office.
17. Procurement. This project shall comply with the Federal, State and County Procurement Policy to ensure a fair and open procurement process which encourages participation from small and disadvantaged businesses including minority and women owned businesses in accordance with [2 CFR 200](#).
 - a. Compliance: The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
 - b. OMB Standards: Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
 - c. Travel: The Subrecipient shall obtain written approval from the County for any travel outside the County and Phoenix metropolitan area with funds provided under this Agreement.
 - d. The Subrecipient shall comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA) Act. Subrecipients with federal grant awards greater than or equal to \$25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The County is required to file a FFATA report by the end of the month following the month in which the Subrecipient awards any contract greater than or equal to \$25,000.

Information to be collected and provided to Pinal County for each contract includes:

- i. Federal Award Identifier Number (FAIN)
- ii. Federal Agency Name
- iii. Pinal County DUNS number
- iv. Location of performance
- v. CFDA number
- vi. Project description
- vii. Funding amount
- viii. Obligation date
- ix. Sub-award date (Date of executed agreement)
- x. Subrecipient DUNS number
- xi. Subrecipient name and address
- xii. Sub-award amount
- xiii. Project description
- xiv. Location of performance
- xv. Funding amount

18. Other program requirements.

- a. The Subrecipient agrees the project is prohibited from use for inherently religious activities under 24 CFR 570.200j.
- b. The Subrecipient acknowledges by signing the Certifications included under **Exhibit C**, they are certifying compliance with all applicable requirements of the CDBG program.

19. Anti-Lobbying. To the best of the Subrecipient's knowledge and belief:

- a. 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 any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- 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 Pinal County's Federal contract, grant, loan, or cooperative agreement, the Subrecipient will report this to Pinal County so they may complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the County deems appropriate].
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

21. Notices. All written notices shall be addressed the following:

Pinal County
Heather Patel
P.O. Box 1348
Florence, Arizona 85132
heather.patel@pinal.gov

City of Maricopa
Dania Castillo
39700 W. Civic Center Plaza
Maricopa, Arizona 85138
daniacastillo@maricopa-az.gov

22. Financial Management: Accounting Standards: The Subrecipient agrees to comply with 24 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

23. Documentation and Record Keeping.

- a. Records to be maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National

Objectives of the CDBG program;

- iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 - viii. Records outlined in the Subrecipient Forms, Documents, and Instructions package available at <https://www.pinalcountyaz.gov/Grants/Pages/NoticesDocuments.aspx>
- b. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- c. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
- d. Disclosure: The Subrecipient understands client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e. Close-outs: The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period the Subrecipient has control over CDBG funds, including program income.

- f. **Audits & Inspections:** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

24. Reporting and Payment Procedures

- a. **Program Income:** The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.
- b. **Indirect Costs:** If indirect costs are charged, the Subrecipient shall provide documentation of their indirect cost rate, as approved by their cognizant agency. If an approved indirect cost rate is not available, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.
- c. **Payment Procedures:** The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

- d. **Progress Reports:** The Subrecipient shall submit quarterly progress reports to the County in the form, content, and frequency as required by the County to ensure compliance and timeliness. Specific reporting data points are included under **Exhibit B**.

25. **County Recognition.** The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

26. **Amendments.** The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

27. **Representations and Warranties.**

- a. The Parties warrant that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of their employees and warrant they are in compliance with A.R.S. § 23-214A which requires e-verification of each employee's legal employability after they are employed.
- b. The Parties agree that all contracts awarded to contractors in connection with the Project shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A), listed on the SAM.gov website, not listed on the excluded parties list, and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by County or Subrecipient for the Project.
- c. The Parties agree that all contracts awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:
 - i. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.

- ii. A breach of warranty under paragraph i. above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.
- iii. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to County or Subrecipient, as applicable. County and Subrecipient, at their sole discretion, may conduct random verifications of employment records of the contractor and any subcontractors to ensure compliance. The contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.
- iv. Any and all Federal, State and local contractual requirements including, without limitation, those relating to remedies, termination, employment, labor, records, environment and energy.

d. Civil Rights

- i. Compliance: The Subrecipient agrees to comply with the State of Arizona Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
 - ii. Nondiscrimination: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- e. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- f. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- g. Affirmative Action
 - i. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
 - ii. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- h. Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- i. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

- j. Subcontract Provisions: The Subrecipient will include the provisions of Paragraphs d. Civil Rights, and g. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.
- k. Employment Restrictions
 - i. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
 - ii. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- l. "Section 3" Clause
 - i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the County, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- ii. Notifications: The Subrecipient agrees to send to each labor organization or

representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- iii. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

28. Environmental Conditions.

- a. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - i. Clean Air Act, 42 U.S.C., 7401, *et seq.*
 - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- b. Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- c. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The

notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- d. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

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

City of Maricopa, a municipal
corporation of the State of Arizona

PINAL COUNTY, a political
subdivision of the State of Arizona

By: _____
Mayor

By: _____
Chair of the Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Town/City Clerk

Clerk/Deputy Clerk of the Board of
Supervisors

Approved as to form and within the powers
and authority granted the City of Maricopa
under the laws of the State of Arizona:

Approved as to form and within the
powers and authority granted Pinal
County under the laws of the State of
Arizona:

Town/City Attorney

Deputy County Attorney

EXHIBIT A

Project Scope #1

Project Name: Maricopa ADA Compliant Infrastructure

Project Number: 2020-8

Project Description

Procure construction services to install a multi-use path along Plainview Street to serve as connectivity to Heritage Park. The project includes grading and installation of 1700 linear feet of multi-use pathway, four shade structures, and safety fencing. The project includes the design and installation of a crosswalk and increasing the curb median length.

Project Beneficiaries

Source: Special Income Survey

Total beneficiaries = 76

Percentage of low and moderate income beneficiaries = 100%

Ethnicity and Race of beneficiaries

White	37
Black or African American	18
Asian	5
American Indian and Alaskan Native	0
Native Hawaiian or other Pacific Islander	2
Some other race	--
Two or more races	14
Hispanic or Latino	21

Project Schedule

Complete – Environmental Review

June – Execute Subrecipient agreement

June - Anticipated approval and release of funds from Pinal County

August – Complete procurement

December – Project completion

January – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2020 Community Development Block Grant CFDA 14.218

Total = \$130,000.00

Project Scope #2

Project Name: Maricopa Utility Improvement Project

Project Number: 2021-7

Project Description

Procure construction services to complete all underground and conduit prep work for powerlines within the Heritage District. Electrical Domestic No. 3 (ED3) will remove existing above ground powerlines and replace with underground lines within the City of Maricopa provided conduit. ED3 will provide the design and engineering.

Project Beneficiaries

Source: Special Income Survey

Total beneficiaries = 76

Percentage of low and moderate income beneficiaries = 100%

Ethnicity and Race of beneficiaries

White	37
Black or African American	18
Asian	5
American Indian and Alaskan Native	0
Native Hawaiian or other Pacific Islander	2
Some other race	--
Two or more races	14
Hispanic or Latino	21

Project Schedule

July – Environmental Review

June – Execute Subrecipient agreement

August - Anticipated approval and release of funds from Pinal County

September – Complete procurement

January – Project completion

February – Closeout of project and all funds expended

Project Budget and Funding

Funding Source – FY2021 Community Development Block Grant CFDA 14.218

Total = \$130,000.00

EXHIBIT B

Quarterly reports are to be submitted to the CDBG Specialist on the following schedule:

July 1 – September 30 submitted by October 10

October 1 – December 31 by January 10

January 1 – March 30 by April 10

April 1 – June 30 by July 10

The following data points shall be included in each quarterly progress report when applicable:

- 1. Description and rational of change orders including documentation.**
- 2. Wage decision received through <https://beta.sam.gov/>**
- 3. Labor standard and payroll reports as provided at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform with corresponding Section 3 documentation**
- 4. Documentation of Affirmatively Furthering Fair Housing**
- 5. Amount of funds paid to contractor for services including documentation.**
- 6. Amount of funds invoiced to Pinal County for reimbursement.**
- 7. Amount of funds received from Pinal County.**
- 8. Status of project by percent complete compared to the funds expended and the schedule submitted with the application**
- 9. Any additional funds allocated and spent on the project including the source**
- 10. FFATA required data for all contracts.**
 - a. Name of contractor**
 - a. Total contract amount**
 - b. verification of www.sam.gov eligibility**
 - c. DUNS #**
 - d. MBE/WBE eligibility**
 - e. List of subcontractors including the above information**

A final report shall be submitted within 30 days of close of project. The following items shall be included in the report:

- 1. Total number of beneficiaries**
- 2. Total number of low income beneficiaries**
- 3. Breakdown of beneficiaries by race and ethnicity including: White, Black or African American, American Indian and Alaskan Native, Asian, Native Hawaiian or other Pacific Islander, Some other Race, or Two or more Races. Also, each beneficiary should be identified if they are Hispanic or Latino.**
- 4. Total amount of funds expended, reimbursed by county, any balance remaining**
- 5. Total amount of additional funds spent on the project including source**
- 6. Final outcome of project e.g.**
 - a. how did the project benefit low income people?**
 - b. what were the results of the project?**

Sample chart to illustrate financial report

	Funding	Expended	Invoiced	Received
Project start	\$00.00			
Invoice 1				
Invoice 2				
Invoice 3				
Invoice 4				
Invoice 5				
Final balance	\$00.00			

In addition to the above related activities, the Subrecipient shall identify the following:

- 1. Actions taken on behalf of the Subrecipient to remove negative effects of public policy that serve as a barrier to affordable housing.**
- 2. What actions, if any were taken to reduce lead-based paint hazards in affordable housing?**
- 3. What actions, if any were taken to reduce the number of poverty-level families within your community?**
- 4. What actions, if any were taken to improve coordination with social service agencies serving your community?**
- 5. What actions, if any were taken to remove impediments to fair housing outside those actions listed above?**

EXHIBIT C

See attached signed certifications as submitted with the Subrecipient's project proposal.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the unit of local government (ULG) certifies that:

Affirmatively Further Fair Housing – It 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 Acquisitions 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 (CDBG) or HOME programs.

Anti-Lobbying – To the best of the ULG'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 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 Pinal County's Federal contract, grant, loan, or cooperative agreement, the ULG shall certify and disclose this to Pinal County so they may complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

Authority of Jurisdiction – The consolidated plan is authorized under State and local law and the ULG 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 activities to be undertaken with Community Development Block Grant (CDBG), HOME, Emergency Solutions Grant, and housing opportunities for persons with AIDS funds are consistent with the strategic plan in Pinal County'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 at 24 CFR part 135.

Citizen Participation – It is in full compliance and adhering to Pinal County's detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Pinal County's consolidated plan identifies community development and housing needs and specific both short-term and long-term community development objectives that have been developed in accordance with primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing expanding economic opportunities, primarily, for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570. The ULG further certifies 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 a proposal to be included in the Pinal County Action Plan so as to give maximum feasible priority to activities which benefit low-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.
2. Overall Benefit. The aggregate use of CDBG funds, including section 108 guaranteed loans, during program year(s) 2020, 2021, 2022, shall principally benefit persons of low and moderate income in a manner that ensures 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 portion of a fee or assessment that related to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment of 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 program 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.

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 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 additional HOME funds in combination with other federal assistance than is necessary to provide affordable housing;

Lobbying Certifications

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 for each such failure.

The authorized official's signature below certifies that this CDBG Application Package has been reviewed and all information provided in this application and any attachment(s) thereto are true and correct.



Signature of Authorized Agent or Representative

Rick Horst

Printed Name

City Manager

Title

City of Maricopa

Organization

3/9/2021

Date



AGENDA ITEM

June 23, 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 Resolution No. 062321-PBDWID designating the community of Papago Butte as a Colonia within Pinal County. 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	Who	Approval
Time		
6/10/2021 4:37 PM	County Attorney	Yes
6/10/2021 4:40 PM	Budget Office	Yes
6/11/2021 10:35 AM	County Manager	Yes
6/14/2021 8:54 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Request](#)

☐ [Resolution](#)

Papago Butte Domestic Water Improvement District

PWS-11-097

PO Box 630, 49578 W. Papago Road., Maricopa, AZ 85139

Office: 45290 W. Garvey Avenue, Maricopa, AZ 85139

520-568-2239, Fax 520-568-2185, Emergency line: 520-251-1896

June 8, 2021

Pinal County Board of Supervisors
P.O. Box 827
Florence, Az 85132

RE: Request for Colonia designation

Dear Sirs:

The community supplied with drinking water by the Papago Butte Domestic Water Improvement District respectfully requests that the area within the Southeast Quarter of Section 13, Township 5 South, Range 2 East, the Northeast Quarter of Section 24, Township 5 South, Range 2 East, the West Half of Section 19, Township 5 South, Range 3 East and a portion of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 18, Township 5 South, Range 3 East as more particularly described in the attached legal description be designated as a Colonia. The water provider serving this area is not in compliance with EPA standards and the Arizona Department of Environmental Quality (ADEQ) regulations for maximum contaminant levels of nitrates in drinking water as is evidenced by the attached ADEQ Consent Order. Nitrate levels in excess to the Federal and State maximum allowable level have been deemed by these agencies to be a significant health risk. Consequently, residents within the proposed Colonia area currently lack access to an approved safe potable water supply. USDA Rural Development funding for a nitrate treatment system is needed in order to bring the area's potable water supply into compliance with EPA and ADEQ drinking water standards for this contaminant thereby insuring a safe source of drinking water. A federal Colonia grant is intended to be one component of this funding process. Your favorable consideration in granting a Colonia designation to the aforementioned area will be greatly appreciated.

Respectfully,



Lois Blakesley
Chairperson

cc: Ms. Pamela Villarreal
Special Service Administrator
Pinal County Finance Dept.
pamela.villarreal@pinal.gov

A

COLONIA AREA LEGAL DESCRIPTION

PAPAGO BUTTE RANCHOS UNIT 1, a subdivision, according to plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 18 of Maps, page 16, being a subdivision of the Southeast Quarter (SE/4) of Section 13 and the Northeast Quarter (NE/4) of Section 24, Township 5 South, Range 2 East of the G. & S. R. B. & M., Pinal County, Arizona, containing 320 acres , more or less; and

PAPAGO BUTTE RANCHOS UNIT 2, a subdivision, according to plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 18 of Maps, page 27, being a subdivision of the West Half (W/2) of Section 19, Township 5 South, Range 3 East of the G. & S. R. B. & M., Pinal County, Arizona, containing 320 acres , more or less; and

Tract A and the accretions to Lots 90 and 91 of Papago Butte Ranchos Unit 2 as shown on that certain "Replat of Lot 55, Papago Butte Ranchos Unit 1, Book 18, Page 16, Lots 89, 90 and 91 Papago Butte Ranchos Unit 2, Book 18, Page 27, also Lots 270, 271 and 272 Papago Butte Ranchos Unit 3, Book 18, Page 45" which was recorded in the office of the County Recorder of Pinal County, Arizona, in Book 18 of Maps, page 47, containing 1 acre, more or less.

The boundaries of which shall be the outer perimeters (extending to the centerlines of public rights-of-way and roadways adjacent to said outer perimeters) of the above described real property situated in Pinal County Arizona.

Colonia Area Water System History

The Papago Butte community within the proposed Colonia area was created by a developer in the mid-1970s. The community is within 85 miles of the United States border with Mexico (within the 150 miles required by State and Federal Colonia criteria). It currently does not have an adequate and safe source of drinking water that meets State and Federal Safe Drinking Water Act requirements due to exceedance of maximum nitrate contaminant levels.

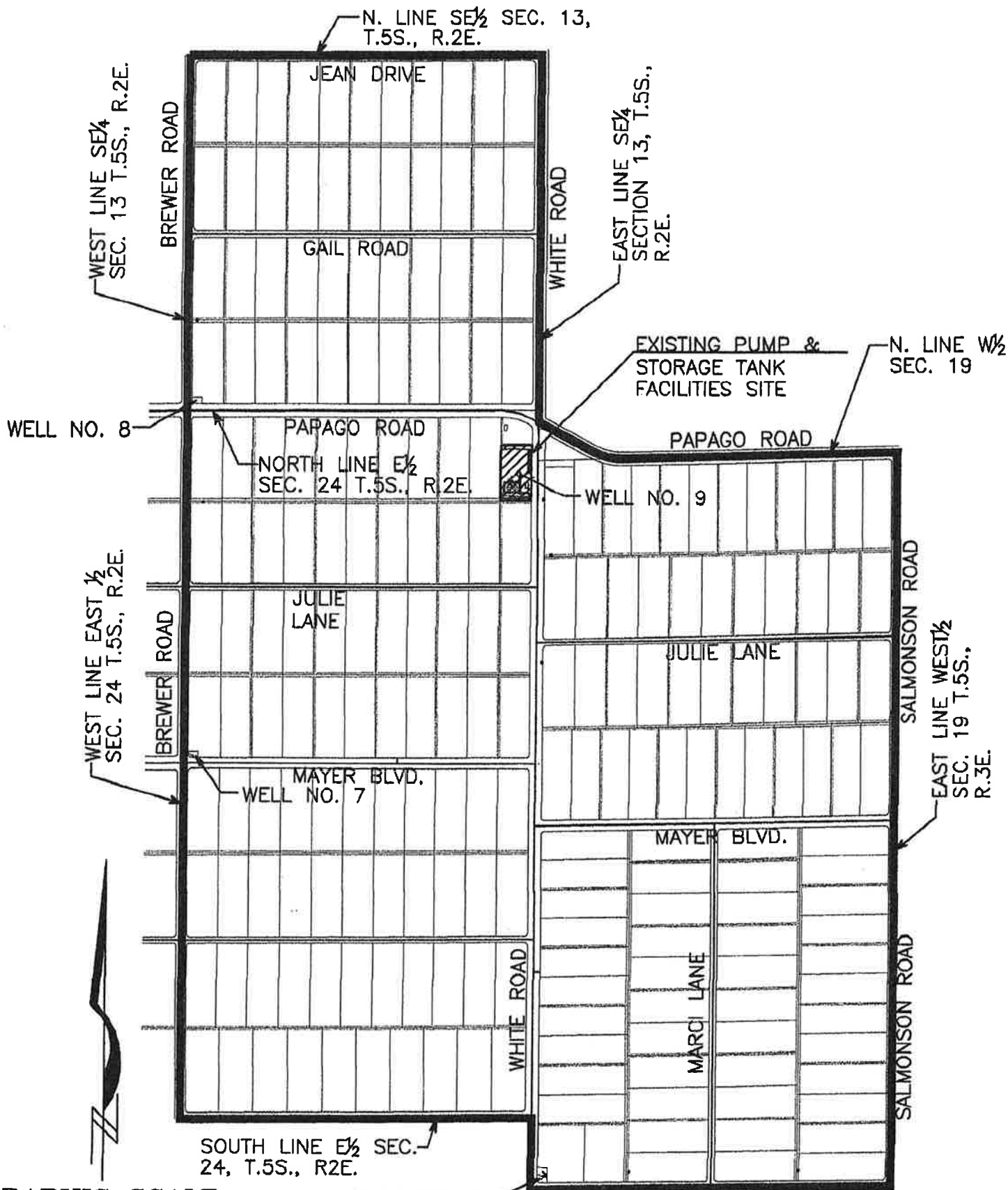
The water provider for the community is the Papago Butte Domestic Water Improvement District (PBDWID). This District was created by order of the Pinal County Board of Supervisors on September 5, 1978. Its formation was in response to an inspection of a developer constructed water delivery system conducted by the Arizona Department of Health Services (as predecessor to the Arizona Department of Environmental Quality) on November 30, 1977. This survey identified that the Pecos Valley Development Company, developer of Papago Buttes Ranchos Units I and II, was using the infrastructure of the Papago Butte Irrigation Water Delivery District to supply residences with potable water. On December 16, 1977 ADHS issued a certified letter directing the developer to either cease providing domestic water or upgrade the water supply, treatment and distribution systems to ADHS standards.

Following the District's formation the developer subsequently designed and installed the required improvements, modifications and expansion of the irrigation water delivery system to provide potable water service between 1978 to 1980. The constructed system improvements were approved by ADHS by letter on October 2, 1980. These initial improvements included 4 inch and 6 inch diameter mains consisting of Pressure Class 160 PVC pipe that were installed in nine laterals situated in 30 foot wide public utility easements along the rear line of the lots. In conjunction with these mains $\frac{3}{4}$ inch water services and meters were installed for the 88 lots in Unit I and the 92 lots in Unit II.

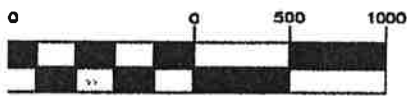
The modified distribution system however still relied upon the backbone distribution, storage and pumping station infrastructure of the irrigation system. In 2009 additional water mains, storage tanks and booster pump station funded by and USDA Rural Development were completed which created a fully separate domestic potable water system. Also, in 2009 an arsenic treatment system was installed following a reduction in the Arsenic maximum contaminant Level (MCL) from 50 ppb to 10 ppb.

During the period from 1991 to 2016 the nitrate concentrations in the District's original well ranged from recorded lows of 4.62 milligrams per liter to highs of 17.5 milligrams per liter. The maximum contaminate level (MCL) allowed by the U.S. Environmental Protection Agency (EPA) and ADEQ rules is 10 milligrams per liter (mg/l) with a minimum reporting level of 5 mg/l. Due to ongoing nitrate compliance issues USDA Rural Development funded the construction of a second well which was completed and operational in December of 2016. The nitrate levels in the new well through the second quarter of 2018 were consistently in the range of 8.4 mg/l to 9.3 mg/l. However, during the later portion of 2018 and the first quarter of 2019 a series of tropical depressions and the remnants of Hurricane Rosa traversed through the western portion of the county dropping in excess of 12 inches of rain. It appears that these rainfall events flushed entrained nitrates from the dewatered vadose zone in the upper alluvium down into the aquifer causing a rise in measured nitrate levels to as high as 21 mg/l. This resulted in the public water system serving the community being out of compliance with the ADEQ and EPA nitrate maximum contaminant level and potentially poses a significant health risk to the residents within the proposed Colonia area.

The PBDWID is currently working with ADEQ through a consent order to provide this rural community with safe potable water by designing and installing nitrate treatment equipment to bring the system back into compliance. Funding for these improvements is to be provided through loans and/or grants from USDA Rural Development. A Colonia grant is one source of funds that the District and Rural Development want to access for this project which will require that the community area be designated as a Colonia by the Pinal County Board of Supervisors.



GRAPHIC SCALE



(IN FEET)

1 inch = 1000 ft.

COLONIA AREA BOUNDARY MAP



**BEFORE THE DIRECTOR OF THE
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**

In the Matter of:

Papago Butte DWID located at 49597 Papago
Road, Maricopa, Pinal, Arizona

AZ0411097

CONSENT ORDER

Docket No. DW-05-21

I. RECITALS

- A. Papago Butte DWID is the owner and operator of Papago Butte DWID located at 49597 Papago Road, Maricopa, Pinal, Arizona.
- B. Lois Blakesley is a representative of Papago Butte DWID and certifies that she is fully authorized to execute this Consent Order on behalf of Papago Butte DWID and to legally bind Papago Butte DWID to this Consent Order.
- C. The Director of Arizona Department of Environmental Quality (ADEQ) has jurisdiction of this action's subject matter and is authorized to issue this Consent Order pursuant to the Arizona Revised Statutes (A.R.S.) § 49-354 and § 41-1092.07(F)(5).
- D. Papago Butte DWID agrees that the Director of ADEQ has jurisdiction of this action's subject matter.
- E. This Consent Order contains the full terms of the agreement between Papago Butte DWID and ADEQ.
- F. Papago Butte DWID voluntarily agrees to this Consent Order based only on the terms contained in the Consent Order.
- G. Papago Butte DWID understands that agreeing to this Consent Order does not resolve any liability that it may have for civil penalties for a violation of any state or federal environmental law.
- H. Papago Butte DWID understands that agreeing to this Consent Order does not mean it admits to any civil or criminal liability, or waives any right or assertion of any defense available to Papago Butte DWID under applicable law.

Initials 
LGB

- I. Papago Butte DWID does not admit the validity of any Agency Determinations and Findings contained in this Consent Order.
- J. Papago Butte DWID agrees not to dispute the validity or terms of this Consent Order in any future proceeding to enforce the terms of this Consent Order.
- K. Papago Butte DWID retains the right to dispute the validity of any Agency Determinations and Findings contained in this Consent Order in any proceeding other than a proceeding to enforce the terms of this Consent Order.

II. AGENCY DETERMINATIONS AND FINDINGS

The Director makes the following Agency Determinations and Findings that Papago Butte DWID has violated a requirement of A.R.S., the Arizona Administrative Code (A.A.C.), or an ADEQ issued permit, as described below:

A. 40 CFR § 141.62(b) / A.A.C. R18-4-109

Distribution of water in excess of the maximum contaminant level (MCL) for inorganic contaminants.

According to ADEQ records, analytical results submitted by Papago Butte DWID indicated an exceedance of the nitrate maximum contaminant level (MCL) of 10 mg/L. The sample results submitted for entry point to the distributions system 001 (EPDS001) indicated exceedances on the following dates:

- 1. A December 18, 2018 sample indicated a nitrate level of 11 mg/L.
- 2. A March 18, 2019 sample indicated a nitrate level of 12 mg/L.
- 3. A June 10, 2019 sample indicated a nitrate level of 13 mg/L.
- 4. A September 24, 2019 sample indicated a nitrate level of 14 mg/L.
- 5. A December 17, 2019 sample indicated a nitrate level of 15 mg/L.
- 6. A March 23, 2020 sample indicated a nitrate level of 18 mg/L.
- 7. A June 29, 2020 sample indicated a nitrate level of 18 mg/L.
- 8. A September 18, 2020 sample indicated a nitrate level of 18 mg/L.

III. COMPLIANCE SCHEDULE

ADEQ has established the compliance requirements. ADEQ and Papago Butte DWID have agreed on the completion deadlines. Papago Butte DWID agrees to comply with the provisions of this Consent Order as follows:

- A. Within thirty (30) calendar days from the effective date of this Order, Papago Butte DWID shall submit to ADEQ a plan to provide all customers of Papago Butte DWID with an alternative source of safe drinking water. ADEQ will review the alternate source plan and shall provide written comments, deficiencies noted in review, or notification of approval to Papago Butte DWID. Papago Butte DWID shall correct any deficiencies in the alternate source plan noted by ADEQ in the timeframes prescribed by ADEQ.
- B. Within fifteen (15) calendar days from ADEQ's approval of the alternate source plan, Papago Butte DWID shall implement the approved plan and shall submit notification to ADEQ.
- C. Within two hundred and seventy (270) calendar days from the effective date of this Order, Papago Butte DWID shall submit applications for all available funding resources for a treatment system to achieve compliance with the MCL for nitrate and provide documentation to ADEQ of application submittal and approval.
- D. Within four hundred and fifty (450) calendar days from the effective date of this Order, Papago Butte DWID shall submit a complete application package with applicable fees for an Approval to Construct (ATC), required by A.A.C. R18-5-505, for a treatment system using best available technology to achieve compliance with the MCL for nitrate. ADEQ will review the ATC application and shall provide written comments, deficiencies noted in review, or notification of approval to Papago Butte DWID. Papago Butte DWID shall correct any deficiencies in the ATC application noted by ADEQ in the timeframes prescribed by ADEQ.
- E. Within six hundred and thirty (630) calendar days after ADEQ issues the ATC for the installation for a treatment system using best available technology to achieve compliance with the MCL for nitrate, Papago Butte DWID shall complete construction and submit an administratively complete application for an Approval of Construction (AOC), required by A.A.C. R18-5-507. ADEQ will review the AOC application and shall provide written comments, deficiencies noted in review, or notification of approval to Papago Butte

DWID. Papago Butte DWID shall correct any deficiencies in the AOC application noted by ADEQ in the timeframes prescribed by ADEQ.

- F. Within fourteen (14) calendar days after ADEQ issues the AOC for the installation of treatment using best available technology to achieve compliance with the MCL for nitrate, Papago Butte DWID shall begin initial start-up monitoring for nitrate. The initial start-up monitoring sample collection dates must follow the initial start-up monitoring schedule provided by ADEQ, and all initial start-up monitoring samples shall be collected at the appropriate point of compliance. Papago Butte DWID shall submit all initial start-up monitoring results to ADEQ within five (5) calendar days of Papago Butte DWID's receipt of the results.
- G. Papago Butte DWID shall remain under order until quarterly monitoring results for nitrate, demonstrate that the sample results are below the nitrate MCL 10 mg/L for two consecutive quarters, in accordance with 40 § CFR 141.23/A.A.C R18-4-105.

IV. STATUS REPORTS

- A. Papago Butte DWID agrees to submit a written status report to ADEQ every 30 calendar days beginning 30 days from the effective date of this Consent Order, until this Consent Order terminates. Each written status report must:
 - 1. Describe what measures have been taken under Section III of this Consent Order;
 - 2. Certify when compliance with the requirements of Section III of this Order are achieved;
 - 3. Be accompanied by evidence showing compliance, as appropriate. Evidence showing compliance can include documents, photographs, or copies of any other supporting information that Papago Butte DWID deems necessary.
- B. ADEQ will review the status reports and inform Papago Butte DWID in writing of any disputes. Papago Butte DWID must incorporate all required modifications, changes or other alterations that ADEQ requests within a reasonable time specified by ADEQ.

V. COMPLIANCE WITH OTHER LAWS

- A. This Consent Order does not include issues regarding releases, contamination, sources, operations, facilities or processes not expressly stated by the terms of this Consent Order,

and does not interfere with the rights that the State of Arizona or Papago Butte DWID have under any federal or Arizona environmental statutes and rules regarding such issues.

- B. This Consent Order is not a permit of any kind, does not modify any permit of any kind, nor is it an agreement to issue a permit of any kind under federal, state or local law.
- C. This Consent Order does not alter, modify or revoke federal, state, or local law.
- D. This Consent Order is not a defense to any action to enforce any such permits or laws.
- E. Papago Butte DWID has an obligation to:
 - 1. Apply for, obtain, and comply with all applicable permits.
 - 2. Comply with federal, state or local law.
 - 3. Comply with the terms of this Consent Order.

VI. SITE ACCESS

Upon presenting credentials to authorized personnel on duty, ADEQ may at any time enter the premises at the Facility in order to observe and monitor compliance with the provisions of this Consent Order. This right of entry is in addition to ADEQ's rights under applicable law.

VII. CORRESPONDENCE

- A. Papago Butte DWID shall send all correspondence by email, mail, or hand delivery, such as documents, materials, plans, notices, or other items under this Consent Order, to:

Arizona Department of Environmental Quality
Water Quality Division
Attention: Stephanie Diaz, Enforcement Officer
1110 West Washington Street
Phoenix, Arizona 85007-2935
Telephone: 602-771-1133
Email: Diaz.Stephanie@azdeq.gov

- B. Any submission to ADEQ is treated as submitted when ADEQ receives it.
- C. ADEQ shall send all correspondence by email, mail, or hand delivery under this Consent Order to:

Papago Butte DWID
ATTN: Lois Blakesley
PO Box 630
Maricopa, AZ 85139
Phone: 520-568-2239
Email: mdwid85239@hotmail.com

VIII. RESERVATION OF RIGHTS

- A. ADEQ agrees to this Consent Order based solely upon currently available information. If additional information is discovered, which indicates that the actions under this Consent Order are or will be inadequate to protect human health, safety, or the environment, or to conform with applicable federal or state laws, ADEQ has the right to require further action.
- B. ADEQ has the right to:
 - 1. Seek civil penalties for any and all violations of A.R.S. Title 49 or the applicable rules, occurring before the effective date of this Consent Order;
 - 2. Disapprove Papago Butte DWID's work that fails to comply with this Consent Order;
 - 3. Take enforcement action for any and all violations of this Consent Order; and,
 - 4. Take enforcement action for any and all violations of A.R.S. Title 49 or the applicable rules, occurring after the effective date of this Consent Order.
- C. As to this Consent Order, Papago Butte DWID waives all rights to appeal this Order under A.R.S. Title 41, pursuant to the ability to waive this right based on A.R.S. § 41-1004.

IX. VIOLATIONS OF ORDER

If Papago Butte DWID fails to comply with this Consent Order, Papago Butte DWID can be liable for other administrative or judicial sanctions, including civil penalties under A.R.S. § 49-262, the same as if for a violation of any State or Federal environmental law.

X. SEVERABILITY

If a court of law declares that any provision of this Consent Order is invalid or unenforceable, all other provisions of this Consent Order remain in full force and effect.

XI. MODIFICATIONS

Any modifications of this Consent Order must be in writing and Papago Butte DWID and ADEQ both must approve the modifications.

XII. EFFECTIVE DATE

The effective date of this Consent Order is the date this Consent Order is signed by ADEQ and Papago Butte DWID. If ADEQ and Papago Butte DWID sign on different dates, the later date is the effective date of this Consent Order.

XIII. PARTIES BOUND

Papago Butte DWID is responsible, and will remain responsible, for carrying out all activities required under this Consent Order, regardless of change in ownership, corporate status, or partnership status, or transfer of assets or real or personal property relating to the subject of this Consent Order, unless:

- A. The Party to whom the right, title, or interest has been sold, transferred, or assigned agrees in writing to fulfill the obligations of this Consent Order; and,
- B. ADEQ approves the provisions transferring the obligation.

XIV. TERMINATION

- A. ADEQ will notify Papago Butte DWID in writing that this Consent Order is ended when ADEQ determines that Papago Butte DWID has demonstrated that all of the terms of this Consent Order have been completed or satisfied.
- B. If ADEQ denies Papago Butte DWID's request for termination, ADEQ will notify Papago Butte DWID in writing and describe which terms of the Consent Order have not been completed to ADEQ's satisfaction.
- C. ADEQ reserves the right to terminate this Consent Order unilaterally at any time for any reason, but will notify Papago Butte DWID in writing as to the reason(s) for termination.

Signed this 11 day of February, 2021.




Jennifer Peterson, Drinking Water Value Stream Manager
Water Quality Division
Arizona Department of Environmental Quality

CONSENT TO ORDER

Lois Blakesley, on behalf of Papago Butte DWID acknowledges that she has read all of the Consent Order. Papago Butte DWID agrees:

- A. With the statements made,
- B. To this Consent Order with the Arizona Department of Environmental Quality, and,
- C. That Papago Butte DWID will comply with Consent Order and waive any right to appeal.

Signed this 10 day of February, 2021.


Lois G Blakesley (Feb 10, 2021 20:24 MST)

Lois Blakesley
Board Chair

I HEREBY CERTIFY that on 18 day of February, 2021, the **ORIGINAL** was filed in the facility file located at:

Arizona Department of Environmental Quality
1110 W Washington St
Phoenix, AZ 85007-2935

I HEREBY CERTIFY that on 18 day of February, 2021, a true and correct copy was emailed, if provided, or sent via USPS regular mail to:

Papago Butte DWID
ATTN: Lois Blakesley
PO Box 630
Maricopa, AZ 85139
Email: mdwid85239@hotmail.com

I HEREBY CERTIFY that on 18 day of February, 2021, a true and correct copy was emailed, if provided, or sent via USPS regular mail to:

Arizona Department of Environmental Quality
Office of Administrative Counsel

Curtis Cox, Chief Counsel, Environmental Enforcement Section, Office of the Attorney General
Jason Bobko, Unit Manager, Drinking Water Inspections and Compliance Unit
Stephanie Diaz, Case Manager, Drinking Water Inspections and Compliance Unit

Pinal County Public Health Services
ATTN: Chris Reimus, Assistant Director
971 N. Jason Lopez Cr
Bldg. D
Florence, AZ 85132
Email: EnvHealth@pinalcountyaz.gov

ATTN: Christopher Chen
US EPA Region 9
75 Hawthorne St
San Francisco, CA 94105
Email: Chen.Christopher@epa.gov



Hearing Administrator

RESOLUTION NO. 062321-PBDWID

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINAL COUNTY, ARIZONA, DESIGNATING THE COMMUNITY OF PAPAGO BUTTE AS A COLONIA WITHIN PINAL COUNTY.

WHEREAS, written designation by the County of a Community as a Colonia, as defined by the United States Department of Agriculture, is necessary before certain state and federal funds can be made available for improvements or expansion to the existing infrastructure within the district; and

WHEREAS, Communities within Pinal County which have been in existence prior to October 1st, 1989, and lack an adequate system for potable water supplies, sewage systems, and/or decent, safe and sanitary housing and/or adequate roads and drainage are eligible for designation as a Colonia; and

WHEREAS, the Community of Papago Butte as used in this Resolution is coterminous with the Papago Butte Domestic Water Improvement District defined in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the unincorporated community of Papago Butte has been in existence prior to October 1st, 1989; and

WHEREAS, the Community of Papago Butte meets the criteria for designation as a Colonia, as it lacks the infrastructure for a potable water distribution system.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Pinal County, Arizona, as follows:

That the Community of Papago Butte, as described in Exhibit A hereto, is hereby designated as a Colonia because it is a community in existence prior to October 1, 1989, is within 150 miles of the US Mexico border and lacks sufficient infrastructure for a potable water distribution system.

PASSED AND ADOPTED by the Board of Supervisors of Pinal County, Arizona, this 23rd day of June, 2021.

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

ATTEST:

Natasha Kennedy,
Clerk of the Board

APPROVED AS TO FORM BY THE
PINAL COUNTY ATTORNEY

BY: _____

Kevin Costello, Deputy
Pinal County Attorney

Date: _____

A

COLONIA AREA LEGAL DESCRIPTION

PAPAGO BUTTE RANCHOS UNIT 1, a subdivision, according to plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 18 of Maps, page 16, being a subdivision of the Southeast Quarter (SE/4) of Section 13 and the Northeast Quarter (NE/4) of Section 24, Township 5 South, Range 2 East of the G. & S. R. B. & M., Pinal County, Arizona, containing 320 acres , more or less; and

PAPAGO BUTTE RANCHOS UNIT 2, a subdivision, according to plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 18 of Maps, page 27, being a subdivision of the West Half (W/2) of Section 19, Township 5 South, Range 3 East of the G. & S. R. B. & M., Pinal County, Arizona, containing 320 acres , more or less; and

Tract A and the accretions to Lots 90 and 91 of Papago Butte Ranchos Unit 2 as shown on that certain "Replat of Lot 55, Papago Butte Ranchos Unit 1, Book 18, Page 16, Lots 89, 90 and 91 Papago Butte Ranchos Unit 2, Book 18, Page 27, also Lots 270, 271 and 272 Papago Butte Ranchos Unit 3, Book 18, Page 45" which was recorded in the office of the County Recorder of Pinal County, Arizona, in Book 18 of Maps, page 47, containing 1 acre, more or less.

The boundaries of which shall be the outer perimeters (extending to the centerlines of public rights-of-way and roadways adjacent to said outer perimeters) of the above described real property situated in Pinal County Arizona.



AGENDA ITEM

June 23, 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 202-22-053A0 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on August 12, 2020. On June 2, 2021, a bid was received for \$410 by Maria S. Alfaro Escoto. Supervisor District #1. (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
6/7/2021 3:37 PM	County Attorney	Yes
6/10/2021 11:07 AM	Budget Office	Yes
6/11/2021 10:43 AM	County Manager	Yes
6/11/2021 11:15 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Bid Form](#)

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PINAL COUNTY

WIDE OPEN OPPORTUNITY

BID FORM FOR STATE TAX DEED PROPERTY FOR SALE

TO: PINAL COUNTY BOARD OF SUPERVISORS

FROM:

JUAN Escoto

ADDRESS:

5141 E Vista Grande

EMAIL ADDRESS:

JUANEscoto7685@gmail.com

Telephone No.:

(480) 465 2164

DATE OF BID:

6/2/21

AMOUNT OF BID:

410 - ✓

PARCEL NO:

202-22-053A

NAME TO BE PLACED ON DEED:

Maria S Alfaro Escoto

BIDDERS/BUYER'S STATEMENT OF UNDERSTANDING & KNOWLEDGE OF THE PROPERTY:

I (We), hereby state as bidder/buyer of the above listed state tax deed parcel(s) that I (we) fully recognize that the Seller (State of Arizona and/or Pinal County) sells said parcel(s) on an "AS IS", "WHERE IS" basis; that no warranties nor representations are made as to property conditions, including, but not limited to, availability of water, utilities, irrigation, sewers, access, ingress, street or road maintenance, zoning, suitability for building, flood plain status, or any other physical characteristic relating to the property. I (we) further state that I (we) make this bid with full knowledge of all aspects and conditions of said property.

6/2/21
Date

Signature

FOR COMPLETION BY PINAL COUNTY

PARCEL NUMBER & DESCRIPTION OF PROPERTY:

202-22-053A0

Hotto Kam Homes

LOCATION:

Florence AZ. Supervisor District #1

RECOMMENDATION TO BOARD:

Acceptance

☒

Rejection

☐

SPECIAL SERVICES ADMINISTRATOR:

Signature

Date

6/2/2021

AGENDA DATE BEFORE THE BOARD:

BOARD ACTION TAKEN:

Accepted

☐

Rejected

☐

SIGNATURE:

RETURN FORM TO:

Pamela Villarreal, Special Service Administrator

P.O. Box 1348

Florence, AZ 85132

Telephone No. (520) 866-6439 or (520) 425-7077

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ. 85132

Maria S Alfaro Escoto
5141 E. Vista Grande,
San Tan Valley, AZ. 85140

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and Maria S Alfaro Escoto; and

WHEREAS, Tax liens on the property identified as tax parcel **202-22-053A0** were offered for sale by auction on the 27th day of February, 1986 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 26th day of February, 2004; and

WHEREAS, The Board of Supervisors of Pinal County, State of Arizona, pursuant to A.R.S. §42-18301/18303, did on the 12th day of August, 2020 prepare a list of real property and thereupon advertised, posted and published said list for the sale at Public Auction on the 10th day of September, 2020 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Maria S Alfaro Escoto was the highest bidder for the property on the 2nd day of June 2021 in the amount of FOUR HUNDRED TEN DOLLARS (\$410.00) which was received/paid by Cashier's Check; 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 Maria S Alfaro Escoto and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **202-22-053A0**, Ho Ho Kam Homes Lot 53, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 11 of Maps, page 26. Less prt to cap Sec 12-5S-9E 600 sq. ft.

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 23rd day of June 2021.

ATTEST:

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 202-22-054A9 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on August 12, 2020. On June 2, 2021, a bid was received for \$560 by Maria S. Alfaro Escoto. Supervisor District #1. (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.

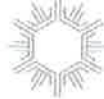
History		
Time	Who	Approval
6/7/2021 3:37 PM	County Attorney	Yes
6/10/2021 11:07 AM	Budget Office	Yes
6/11/2021 10:43 AM	County Manager	Yes
6/11/2021 11:16 AM	Clerk of the Board	Yes

ATTACHMENTS:

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PINAL COUNTY

WIDE OPEN OPPORTUNITY

BID FORM FOR STATE TAX DEED PROPERTY FOR SALE

TO: PINAL COUNTY BOARD OF SUPERVISORS

FROM: JUAN Carlos Escoto

ADDRESS: 5141 E Vista Grande

EMAIL ADDRESS: JUAN Escoto 7685@gmail.com

Telephone No.: (480) 465 2164

DATE OF BID: 6/2/21 AMOUNT OF BID: \$ 560 -

PARCEL NO: 202-22-054A

NAME TO BE PLACED ON DEED: Maria S Alfaro Escoto

BIDDERS/BUYER'S STATEMENT OF UNDERSTANDING & KNOWLEDGE OF THE PROPERTY:

I (We), hereby state as bidder/buyer of the above listed state tax deed parcel(s) that I (we) fully recognize that the Seller (State of Arizona and/or Pinal County) sells said parcel(s) on an "AS IS", "WHERE IS" basis; that no warranties nor representations are made as to property conditions, including, but not limited to, availability of water, utilities, irrigation, sewers, access, ingress, street or road maintenance, zoning, suitability for building, flood plain status, or any other physical characteristic relating to the property. I (we) further state that I (we) make this bid with full knowledge of all aspects and conditions of said property.

6/2/21
Date

[Signature]
Signature

FOR COMPLETION BY PINAL COUNTY

PARCEL NUMBER & DESCRIPTION OF PROPERTY: 202-22-054A9
Holla Lam Homes

LOCATION: Florence, Az. Supervisor District #1

RECOMMENDATION TO BOARD: Acceptance ☒ Rejection ☐

SPECIAL SERVICES ADMINISTRATOR: [Signature] 6/2/2021
Signature Date

AGENDA DATE BEFORE THE BOARD: _____

BOARD ACTION TAKEN: Accepted ☐ Rejected ☐

SIGNATURE: _____

RETURN FORM TO:

Pamela Villarreal, Special Service Administrator
P.O. Box 1348
Florence, AZ 85132
Telephone No. (520) 866-6439 or (520) 425-7077

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ. 85132

Maria S Alfaro Escoto
5141 E. Vista Grande,
San Tan Valley, AZ. 85140

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and Maria S Alfaro Escoto; and

WHEREAS, Tax liens on the property identified as tax parcel **202-22-054A9** were offered for sale by auction on the 27th day of February, 1986 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 26th day of February, 2004; and

WHEREAS, The Board of Supervisors of Pinal County, State of Arizona, pursuant to A.R.S. §42-18301/18303, did on the 12th day of August, 2020 prepare a list of real property and thereupon advertised, posted and published said list for the sale at Public Auction on the 10th day of September, 2020 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Maria S Alfaro Escoto was the highest bidder for the property on the 2nd day of June 2021 in the amount of FIVE HUNDRED SIXTY DOLLARS (\$560.00) which was received/paid by Cashier's Check; 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 Maria S Alfaro Escoto and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **202-22-054A9**, Ho Ho Kam Homes Lot 54, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 11 of Maps, page 26. Less prt to cap Sec 12-5S-9E 3750 sq. ft.

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 23rd day of June 2021.

ATTEST:

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 500-25-15806 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on August 12, 2020. On June 3, 2021, a bid was received for \$1,200 by Juan Carlos Escoto. Supervisor District #3. (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 be approved as described above.

History		
Time	Who	Approval
6/7/2021 3:38 PM	County Attorney	Yes
6/10/2021 11:11 AM	Budget Office	Yes
6/11/2021 10:44 AM	County Manager	Yes
6/11/2021 11:16 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid Form](#)

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PINAL COUNTY

WIDE OPEN OPPORTUNITY

BID FORM FOR STATE TAX DEED PROPERTY FOR SALE

TO: PINAL COUNTY BOARD OF SUPERVISORS

FROM: JUAN Carlos Escoto

ADDRESS: 25318 S 202nd Pl Queen Creek AZ 85142

EMAIL ADDRESS: JUAN Carlos Escoto

Telephone No.: 480 465 2164

DATE OF BID: 6/2/21

AMOUNT OF BID: 1200 -

PARCEL NO: 500-25-15804

NAME TO BE PLACED ON DEED: JUAN Carlos Escoto

BIDDERS/BUYER'S STATEMENT OF UNDERSTANDING & KNOWLEDGE OF THE PROPERTY:

I (We), hereby state as bidder/buyer of the above listed state tax deed parcel(s) that I (we) fully recognize that the Seller (State of Arizona and/or Pinal County) sells said parcel(s) on an "AS IS", "WHERE IS" basis; that no warranties nor representations are made as to property conditions, including, but not limited to, availability of water, utilities, irrigation, sewers, access, ingress, street or road maintenance, zoning, suitability for building, flood plain status, or any other physical characteristic relating to the property. I (we) further state that I (we) make this bid with full knowledge of all aspects and conditions of said property.

6/2/21
Date

[Signature]
Signature

FOR COMPLETION BY PINAL COUNTY

PARCEL NUMBER & DESCRIPTION OF PROPERTY: 500-25-15804
Arizona Heartland

LOCATION: Casa Grande, AZ Supervisor District #3
Starfield

RECOMMENDATION TO BOARD: Acceptance ☒ Rejection ☐

SPECIAL SERVICES ADMINISTRATOR: [Signature]

Signature

Date

AGENDA DATE BEFORE THE BOARD: _____

BOARD ACTION TAKEN: Accepted ☐ Rejected ☐

SIGNATURE: _____

RETURN FORM TO:

Pamela Villarreal, Special Service Administrator
P.O. Box 1348
Florence, AZ 85132
Telephone No. (520) 866-6439 or (520) 425-7077

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ. 85132

Juan Carlos Escoto
25318 S 202nd Pl.
Queen Creek, AZ. 85142

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and Juan Carlos Escoto; and

WHEREAS, Tax liens on the property identified as tax parcel **500-25-15806** were offered for sale by auction on the 19th day of February, 2009 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 3rd day of June, 2020; and

WHEREAS, The Board of Supervisors of Pinal County, State of Arizona, pursuant to A.R.S. §42-18301/18303, did on the 12th day of August, 2020 prepare a list of real property and thereupon advertised, posted and published said list for the sale at Public Auction on the 10th day of September, 2020 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Juan Carlos Escoto was the highest bidder for the property on the 3rd day of June 2021 in the amount of TWELVE THOUSAND DOLLARS (\$1200.00) which was received/paid by Cashier's Check; 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 Juan Carlos Escoto and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **500-25-15806**, Lot 158, of Arizona Heartland Estates Unit No. 1, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 12 of Maps, Page 2.

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 23rd day of June 2021.

ATTEST:

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-04-08101 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,850 by Carlos Ontiveros Padilla. 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
6/7/2021 3:37 PM	County Attorney	Yes
6/10/2021 11:08 AM	Budget Office	Yes
6/11/2021 10:43 AM	County Manager	Yes
6/11/2021 11:16 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Bid Form](#)

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Auction Receipt

Pinal County - Land Sales

Receipt No. 39**Date** May 11, 2021

Sold To Carlos Ontiveros
 1610 e 24th St Los Angeles, CA,
 90011, US
 (602) 366-0640

Confirmation No. BC72 BF25

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777070 REAL PROPERTY PINAL COUNTY (08101)		\$12,850.00	1	\$12,850.00	\$1,028.00	\$13,878.00

Net Sales: \$12,850.00

Taxable Sales: \$0.00

Premium: \$1,028.00

Tax: \$0.00

Total Invoice: \$13,878.00

Wire Trans. Amount Tendered: \$13,878.00

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

Carlos Ontiveros Padilla
100 W Nopal Pl. # 148
Chandler, AZ. 85225

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and Carlos Ontiveros Padilla; and

WHEREAS, Tax liens on the property identified as tax parcel **407-04-08101** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Carlos Ontiveros Padilla was the highest bidder for the property on the 5th day of May, 2021 in the amount of TWELVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$12,850.00) 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 Carlos Ontiveros Padilla and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-04-08101**, Lot 6121, Arizona City Unit Eleven, according to the plat of Record in the Office of the County Recorder of Pinal County, Arizona in Book 11 of Maps, Page 55.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-04-08507 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,950 by Maria de Lourdes Padilla Reyes. 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
6/7/2021 3:57 PM	County Attorney	Yes
6/10/2021 11:09 AM	Budget Office	Yes
6/11/2021 10:44 AM	County Manager	Yes
6/11/2021 11:16 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 38

Date May 11, 2021

Sold To Carlos Ontiveros
1610 e 24th St Los Angeles, CA,
90011, US
(602) 366-0640

Confirmation No. EC64 AB27

Auction Title	Inv.Code	Per Item Qty	Bid Premium	Total
2777071 REAL PROPERTY PINAL COUNTY (08507)		\$12,950.00 1	\$12,950.00 \$1,036.00	\$13,986.00

Net Sales: \$12,950.00

Taxable Sales: \$0.00

Premium: \$1,036.00

Tax: \$0.00

Total Invoice: \$13,986.00

Wire Trans. Amount Tendered: \$13,986.00

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

Maria de Lourdes Padilla Reyes
100 W Nopal Pl. # 148
Chandler, AZ. 85225

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and Maria de Lourdes Padilla Reyes; and

WHEREAS, Tax liens on the property identified as tax parcel **407-04-08507** were offered for sale by auction on the 26th day of February, 2009 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Maria de Lourdes Padilla Reyes was the highest bidder for the property on the 5th day of May, 2021 in the amount of TWELVE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$12,950.00) 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 Maria de Lourdes Padilla Reyes and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-04-08507**, Lot 6125, Arizona City Unit Eleven, according to the plat of Record in the Office of the County Recorder of Pinal County, Arizona in Book 11 of Maps, Page 55.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-07-31809 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$14,100 by Ridgeway Development 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
6/7/2021 3:59 PM	County Attorney	Yes
6/10/2021 11:13 AM	Budget Office	Yes
6/11/2021 10:45 AM	County Manager	Yes
6/11/2021 11:17 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 32

Date May 11, 2021

Sold To Chris Zanardo
3213 W Willow Ave AZ Phoenix, AZ,
85029, US
(623) 695-6672

Confirmation No. CE60 FB02

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777097 REAL PROPERTY PINAL COUNTY (31809)		\$14,100.00	1	\$14,100.00	\$1,128.00	\$15,228.00
2777106 REAL PROPERTY PINAL COUNTY (42608)		\$15,101.00	1	\$15,101.00	\$1,208.08	\$16,309.08

Net Sales: \$29,201.00

Taxable Sales: \$0.00

Premium: \$2,336.08

Tax: \$0.00

Total Invoice: \$31,537.08

Wire Trans. Amount Tendered: \$31,537.08

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

Ridgeway Development LLC
3213 W. Willow Ave.
Phoenix, AZ. 85029

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and Ridgeway Development LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-07-31809** were offered for sale by auction on the 26th day of February, 2009 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Ridgeway Development LLC were the highest bidder for the property on the 5th day of May, 2021 in the amount of FOURTEEN THOUSAND ONE HUNDRED DOLLARS (\$14,100.00) 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 Ridgeway Development LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-07-31809**, Lot 5318, of Arizona City Unit Nine, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 10 of Maps, Page 15 and amended in Cabinet A of Maps, Slides 4 through 8.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-07-42608 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$15,101 by Ridgeway Development 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
6/7/2021 4:00 PM	County Attorney	Yes
6/10/2021 11:13 AM	Budget Office	Yes
6/11/2021 10:45 AM	County Manager	Yes
6/11/2021 11:17 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 32

Date May 11, 2021

Sold To Chris Zanardo
3213 W Willow Ave AZ Phoenix, AZ,
85029, US
(623) 695-6672

Confirmation No. CE60 FB02

Auction Title.	Inv.Code	Per Item Qty	Bid Premium	Total
2777097 REAL PROPERTY PINAL COUNTY (31809)		\$14,100.00 1	\$14,100.00 \$1,128.00	\$15,228.00
2777106 REAL PROPERTY PINAL COUNTY (42608)		\$15,101.00 1	\$15,101.00 \$1,208.08	\$16,309.08

Net Sales: \$29,201.00

Taxable Sales: \$0.00

Premium: \$2,336.08

Tax: \$0.00

Total Invoice: \$31,537.08

Wire Trans. Amount Tendered: \$31,537.08


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

Ridgeway Development LLC
3213 W. Willow Ave.
Phoenix, AZ. 85029

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and Ridgeway Development LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-07-42608** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Ridgeway Development LLC were the highest bidder for the property on the 5th day of May, 2021 in the amount of FIFTEEN THOUSAND ONE HUNDRED ONE DOLLARS (\$15,101.00) 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 Ridgeway Development LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-07-42608**, Lot 5426, Arizona City Unit Nine, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 10 of Maps, Page 15 and amended in Cabinet A of Maps, Slides 4 through 8.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-04-04209 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$13,100 by Vadim Stryzheus. 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
6/7/2021 3:56 PM	County Attorney	Yes
6/10/2021 11:06 AM	Budget Office	Yes
6/11/2021 10:42 AM	County Manager	Yes
6/11/2021 11:17 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 37

Date May 11, 2021

Sold To Vadim Stryzheus
27421 144th AVE SE Kent, WA,
98042, US
(206) 778-1144

Confirmation No. DB05 EA85

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777060 REAL PROPERTY PINAL COUNTY (04209)		\$13,100.00	1	\$13,100.00	\$1,048.00	\$14,148.00

Net Sales: \$13,100.00

Taxable Sales: \$0.00

Premium: \$1,048.00

Tax: \$0.00

Total Invoice: \$14,148.00

Wire Trans. Amount Tendered: \$14,148.00

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

Vadim Stryzheus
27421 144th Ave. SE
Kent, WA. 98042

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and Vadim Stryzheus; and

WHEREAS, Tax liens on the property identified as tax parcel **407-04-04209** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Vadim Stryzheus were the highest bidder for the property on the 5th day of May, 2021 in the amount of THIRTEEN THOUSAND ONE HUNDRED DOLLARS (\$13,100.00) 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 Vadim Stryzheus and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-04-04209**, Lot 6082, of Arizona City Unit Eleven, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, Book 11 of Maps, Page 55.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-04-02906 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$14,600 by MH Elite Services 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
6/7/2021 3:56 PM	County Attorney	Yes
6/10/2021 11:06 AM	Budget Office	Yes
6/11/2021 10:42 AM	County Manager	Yes
6/11/2021 11:17 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 35**Date** May 11, 2021

Sold To Gabriela Tolentino
 10350 w McDowell rd 2197
 Avondale , AZ, 85392, US
 (602) 587-5195

Confirmation No. FA72 FE47

Auction Title	Inv.Code	Per Item Qty	Bid Premium	Total
2776969 REAL PROPERTY PINAL COUNTY (02906)		\$14,600.00 1	\$14,600.00 \$1,168.00	\$15,768.00

Net Sales: \$14,600.00
 Taxable Sales: \$0.00
 Premium: \$1,168.00
 Tax: \$0.00
Total Invoice: \$15,768.00
 Wire Trans. Amount Tendered: \$15,768.00
 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

MH Elite Services LLC
9855 E Southern AVE. #51928
Mesa, AZ. 85209

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and MH Elite Services LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-04-02906** were offered for sale by auction on the 26th day of February, 2009 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, MH Elite Services LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of FOURTEEN THOUSAND SIX HUNDRED DOLLARS (\$14,600.00) 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 MH Elite Services LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-04-02906**, Lot 6069, of Arizona City Unit Eleven, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in book 11 of Maps, Page 55.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-05-09908 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$14,300 by MH Elite Services 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 be approved as described above.

History		
Time	Who	Approval
6/7/2021 4:10 PM	County Attorney	Yes
6/10/2021 11:09 AM	Budget Office	Yes
6/11/2021 10:44 AM	County Manager	Yes
6/11/2021 11:18 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 36**Date** May 11, 2021

Sold To Gabriela Tolentino
 10350 w McDowell rd 2197
 Avondale , AZ, 85392, US
 (602) 587-5195

Confirmation No. DC03 FB46

Auction Title	Inv.Code	Per Item Qty	Bid Premium	Total
2777085 REAL PROPERTY PINAL COUNTY (09908)		\$14,300.00 1	\$14,300.00 \$1,144.00	\$15,444.00

Net Sales: \$14,300.00

Taxable Sales: \$0.00

Premium: \$1,144.00

Tax: \$0.00

Total Invoice: \$15,444.00

Wire Trans. Amount Tendered: \$15,444.00

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

MH Elite Services LLC
9855 E Southern AVE. #51928
Mesa, AZ. 85209

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and MH Elite Services LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-05-09908** were offered for sale by auction on the 26th day of February, 2009 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, MH Elite Services LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of FOURTEEN THOUSAND THREE HUNDRED DOLLARS (\$14,300.00) 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 MH Elite Services LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-05-09908**, Lot 2464, Second Amended Plat of Arizona City Unit Five, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 12 of Maps, Page 57 and 58.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-07-09201 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,000 by MH Elite Services 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
6/7/2021 3:58 PM	County Attorney	Yes
6/10/2021 11:09 AM	Budget Office	Yes
6/11/2021 10:44 AM	County Manager	Yes
6/11/2021 11:18 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 41

Date May 11, 2021

Sold To Gabriela Tolentino
10350 w McDowell rd 2197
Avondale , AZ, 85392, US
(602) 587-5195

Confirmation No. FF28 AD35

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777095 REAL PROPERTY PINAL COUNTY (09201)		\$12,000.00	1	\$12,000.00	\$960.00	\$12,960.00

Net Sales: \$12,000.00

Taxable Sales: \$0.00

Premium: \$960.00

Tax: \$0.00

Total Invoice: \$12,960.00

Wire Trans. Amount Tendered: \$12,960.00

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

MH Elite Services LLC
9855 E Southern AVE. #51928
Mesa, AZ. 85209

DEED

THIS DEED made this 23rd day of June 2021, between Pinal County on behalf of the State of Arizona and MH Elite Services LLC; and

WHEREAS, Tax liens on the property identified as tax parcel **407-07-09201** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, MH Elite Services LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of TWELVE THOUSAND DOLLARS (\$12,000.00) 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 MH Elite Services LLC and their heirs and assigns forever, the following described real property situated in the County of Pinal, Arizona, to wit:

Parcel No. **407-07-09201**, Lot 5092, Arizona City Unit Nine, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 10 of Maps, Page 15, and Resubdivision recorded in Book 15 of Maps, Page 34 and amended in Cabinet A of Maps, Slides 4 through 8.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-04-07608 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$9,600 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
6/7/2021 3:57 PM	County Attorney	Yes
6/10/2021 11:08 AM	Budget Office	Yes
6/11/2021 10:43 AM	County Manager	Yes
6/11/2021 11:18 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 42

Date May 12, 2021

Sold To Collin Patterson
8124 E Iran Ave Mesa, AZ, 85209,
US
(480) 353-1154

Confirmation No. EF56 BD47

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777068 REAL PROPERTY PINAL COUNTY (07806)		\$9,800.00	1	\$9,800.00	\$784.00	\$10,584.00
2777066 REAL PROPERTY PINAL COUNTY (07608)		\$9,600.00	1	\$9,600.00	\$768.00	\$10,368.00

Net Sales: \$19,400.00
Taxable Sales: \$0.00
Premium: \$1,552.00
Tax: \$0.00

Total Invoice: \$20,952.00

Wire Trans. Amount Tendered: \$20,952.00

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 23rd day of June 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 **407-04-07608** were offered for sale by auction on the 26th day of February, 2009 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of NINE THOUSAND SIX HUNDRED DOLLARS (\$9,600.00) 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. **407-04-07608**, Lot 6116, Arizona City Unit Eleven, according to the plat of Record in the Office of the County Recorder of Pinal County, Arizona in Book 11 of Maps, Page 55.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-04-07806 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$9,800 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 be approved as described above.

History		
Time	Who	Approval
6/7/2021 3:57 PM	County Attorney	Yes
6/10/2021 11:08 AM	Budget Office	Yes
6/11/2021 10:43 AM	County Manager	Yes
6/11/2021 11:18 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 42

Date May 12, 2021

Sold To Collin Patterson
8124 E Iran Ave Mesa, AZ, 85209,
US
(480) 353-1154

Confirmation No. EF56 BD47

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777068 REAL PROPERTY PINAL COUNTY (07806)		\$9,800.00	1	\$9,800.00	\$784.00	\$10,584.00
2777066 REAL PROPERTY PINAL COUNTY (07608)		\$9,600.00	1	\$9,600.00	\$768.00	\$10,368.00

Net Sales: \$19,400.00

Taxable Sales: \$0.00

Premium: \$1,552.00

Tax: \$0.00

Total Invoice: \$20,952.00

Wire Trans. Amount Tendered: \$20,952.00

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 23rd day of June 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 **407-04-07806** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800.00) 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. **407-04-07806**, Lot 6118, Arizona City Unit Eleven, according to the plat of Record in the Office of the County Recorder of Pinal County, Arizona in Book 11 of Maps, Page 55.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-07-04509 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$12,250 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
6/7/2021 3:56 PM	County Attorney	Yes
6/10/2021 11:07 AM	Budget Office	Yes
6/11/2021 10:43 AM	County Manager	Yes
6/11/2021 11:18 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 40

Date May 11, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. CD36 AF28

Auction Title	Inv.Code	Per Item Qty	Bid Premium	Total
2777091 REAL PROPERTY PINAL COUNTY (04509)		\$12,250.00 1	\$12,250.00 \$980.00	\$13,230.00

Net Sales: \$12,250.00

Taxable Sales: \$0.00

Premium: \$980.00

Tax: \$0.00

Total Invoice: \$13,230.00

Wire Trans. Amount Tendered: \$13,230.00

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 23rd day of June 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 **407-07-04509** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of TWELVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$12,250.00) 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. **407-07-04509**, Lot 5045, Arizona City Unit Nine, according to Book 10 of Maps, Page 15, and Amended in Cabinet A, Slides 4 through 8, records of Pinal County, Arizona.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-08-31302 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$17,101 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
6/7/2021 3:58 PM	County Attorney	Yes
6/10/2021 11:12 AM	Budget Office	Yes
6/11/2021 10:45 AM	County Manager	Yes
6/11/2021 11:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Deed](#)

☐ [Bid Form](#)

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 23rd day of June 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 **407-08-31302** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of SEVENTEEN THOUSAND ONE HUNDRED ONE DOLLARS (\$17,101.00) 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. **407-08-31302**, Lot 5812, Arizona City Unit Nine, according to plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 10 of Maps, Page 15.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman

Auction Receipt

Pinal County - Land Sales

Receipt No. 34

Date May 11, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. EA78 ED44

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777104 REAL PROPERTY PINAL COUNTY (41105)		\$13,600.00	1	\$13,600.00	\$1,088.00	\$14,688.00
2777108 REAL PROPERTY PINAL COUNTY (31302)		\$17,101.00	1	\$17,101.00	\$1,368.08	\$18,469.08

Net Sales: \$30,701.00

Taxable Sales: \$0.00

Premium: \$2,456.08

Tax: \$0.00

Total Invoice: \$33,157.08

Wire Trans. Amount Tendered: \$33,157.08

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



AGENDA ITEM

June 23, 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 407-07-41105 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$13,600 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
6/7/2021 3:59 PM	County Attorney	Yes
6/10/2021 11:13 AM	Budget Office	Yes
6/11/2021 10:45 AM	County Manager	Yes
6/11/2021 11:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 34

Date May 11, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. EA78 ED44

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777104 REAL PROPERTY PINAL COUNTY (41105)		\$13,600.00	1	\$13,600.00	\$1,088.00	\$14,688.00
2777108 REAL PROPERTY PINAL COUNTY (31302)		\$17,101.00	1	\$17,101.00	\$1,368.08	\$18,469.08

Net Sales: \$30,701.00
Taxable Sales: \$0.00
Premium: \$2,456.08
Tax: \$0.00
Total Invoice: \$33,157.08
Wire Trans. Amount Tendered: \$33,157.08
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 23rd day of June 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 **407-07-41105** were offered for sale by auction on the 26th day of February, 2009 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of THIRTEEN THOUSAND SIX HUNDRED DOLLARS (\$13,600.00) 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. **407-07-41105**, Lot 5411, Arizona City Unit Nine, according to plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 10 of Maps, Page 15 and amended in Cabinet A of Maps, Slides 4 through 8.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-08-31401 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$17,201 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
6/7/2021 3:58 PM	County Attorney	Yes
6/10/2021 11:12 AM	Budget Office	Yes
6/11/2021 10:45 AM	County Manager	Yes
6/11/2021 11:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Bid Form](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 33

Date May 11, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. FE63 AC42

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777110 REAL PROPERTY PINAL COUNTY (31401)		\$17,201.00	1	\$17,201.00	\$1,376.08	\$18,577.08
2777112 REAL PROPERTY PINAL COUNTY (31500)		\$15,700.00	1	\$15,700.00	\$1,256.00	\$16,956.00

Net Sales: \$32,901.00

Taxable Sales: \$0.00

Premium: \$2,632.08

Tax: \$0.00

Total Invoice: \$35,533.08

Wire Trans. Amount Tendered: \$35,533.08

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 23rd day of June 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 **407-08-31401** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of SEVENTEEN THOUSAND TWO HUNDRED ONE DOLLARS (\$17,201.00) 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. **407-08-31401**, Lot 5813, Arizona City Unit Nine, according to plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 10 of Maps, Page 15 .

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 407-08-31500 pursuant to A.R.S. 42-18302. The parcel was advertised for auction on April 14, 2021. On May 5, 2021, the highest bid was for \$15,700 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
6/7/2021 3:59 PM	County Attorney	Yes
6/10/2021 11:12 AM	Budget Office	Yes
6/11/2021 10:45 AM	County Manager	Yes
6/11/2021 11:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Bid](#)

☐ [Deed](#)

Auction Receipt

Pinal County - Land Sales

Receipt No. 33**Date** May 11, 2021

Sold To Bethany Patterson
2747 E. Haymore Arizona , AZ,
85298, US
(480) 395-2527

Confirmation No. FE63 AC42

Auction Title	Inv.Code	Per Item	Qty	Bid	Premium	Total
2777110 REAL PROPERTY PINAL COUNTY (31401)		\$17,201.00	1	\$17,201.00	\$1,376.08	\$18,577.08
2777112 REAL PROPERTY PINAL COUNTY (31500)		\$15,700.00	1	\$15,700.00	\$1,256.00	\$16,956.00

Net Sales: \$32,901.00

Taxable Sales: \$0.00

Premium: \$2,632.08

Tax: \$0.00

Total Invoice: \$35,533.08

Wire Trans. Amount Tendered: \$35,533.08

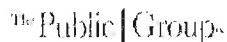
Balance Due: (\$0.00)

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 23rd day of June 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 **407-08-31500** 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 14th day of April, 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 28th day of April, 2021 at the office of the Board of Supervisors of Pinal County, Arizona; and

WHEREAS, Patterson Enterprises: Construction, LLC was the highest bidder for the property on the 5th day of May, 2021 in the amount of FIFTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$15,700.00) 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. **407-08-31500**, Lot 5814, Arizona City Unit Nine, according to plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 10 of Maps, Page 15 and Amended in Cabinet A, Slides 4 through 8.

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 23rd day of June, 2021.

BOARD OF SUPERVISORS OF PINAL COUNTY,
STATE OF ARIZONA

ATTEST:

Clerk of the Board

Stephen Q. Miller, Chairman



AGENDA ITEM

June 23, 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 renewal of Intergovernmental Agreement (without changes to the initial agreement) between Gila and Pinal Counties in which the Pinal County Medical Examiner's Office (PCMEO) invokes jurisdiction and provides medicolegal death investigation services for deaths that occur within the geographical boundaries of Gila County. (Andre Davis/John Hu)

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

Renewal of this agreement will result in \$375,000 in general fund revenue.

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

Renewal of this agreement shall have no impact on the ability of the PCMEO to accomplish its mission timely and effectively.

MOTION:

Approve as presented.

History	Who	Approval
Time		
6/8/2021 3:24 PM	County Attorney	Yes
6/10/2021 11:03 AM	Budget Office	Yes
6/11/2021 10:41 AM	County Manager	Yes
6/17/2021 2:37 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Renewal Amendment-Gila County Medical Examiner Services](#)

☐ [Original Gila County IGA](#)

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND GILA COUNTY
FOR MEDICAL EXAMINER SERVICES

This Amendment to the Intergovernmental Agreement (“IGA”), pursuant to **Section 3.C** of the original IGA, is entered into this ____ day of _____, 2021 by and between Pinal County, a political subdivision of the State of Arizona (“**Pinal**”) and Gila County, a political subdivision of the State of Arizona (“**Gila**”). Pinal and Gila may be referred to in this IGA as “Party” individually and as “Parties” collectively.

The Parties hereby agree to renew the IGA for an additional one year term from July 1, 2021 through June 30, 2022, under the same terms and conditions provided in the original IGA. The remainder of the original Agreement shall remain unaltered. This Amendment 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:

GILA COUNTY:

By: _____
Chair, Pinal County Board of Supervisors

By: _____
Chair, Gila County Board of Supervisors

Date

Date

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Legal Review

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of each party.

By: _____
Deputy Pinal County Attorney

By: _____
Deputy Gila County Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY
AND
GILA COUNTY
FOR MEDICAL EXAMINER SERVICES**

This Intergovernmental Agreement (the “**Agreement**”) is entered into this 1st day of July, 2020 by and between **PINAL COUNTY**, a political subdivision of the State of Arizona on behalf of the Pinal County Medical Examiner’s Office (“**Pinal**”) and **GILA COUNTY**, a political subdivision of the State of Arizona (“**Gila**”) for the provision and acquisition of medical examiner services from the Pinal County Medical Examiner’s Office (“**PCMEO**”). **Pinal** and **Gila** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Pinal and Gila 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 by A.R.S. §§ 11-591 *et seq.* Pinal has established the PCMEO, which includes personnel qualified and appointed to perform the duties of the Office;

WHEREAS, Gila has determined that the appointment of a full-time and full-service Gila County Medical Examiner staff is not practical, and therefore desires to utilize the PCMEO for these services on an as-needed / as-requested basis for Gila deaths that would otherwise satisfy A.R.S. § 11-593, that occur within the geographical boundaries and statutory jurisdiction of Gila County;

WHEREAS, the 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 Gila desire to enter into the Agreement whereby the physician(s) employed by Pinal as a medical examiner will provide Pinal medical examiner services for and on behalf of the Gila.

NOW THEREFORE, Pinal and Gila, 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 Gila, 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. “Gila County Death”** as herein discussed shall mean deaths and/or decedents falling within Gila 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 Gila 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 1st day of July, 2020 and shall remain in effect until the 30th day of June, 2021.
- B. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.
- 4. 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. Notwithstanding the preceding, unless terminated early as provided above, this Agreement may be automatically renewed for up to three (3) subsequent one-year terms. **MUTUAL OBLIGATIONS**

A. Under this Agreement Pinal agrees to:

- 1. Provide the services of PCMEO to Gila 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 Gila 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 Pinal County Medical Examiner's determination of need for each case:
 - a. Investigative Services, under the sole discretion of Pinal when deemed necessary and/or otherwise appropriate by Pinal. Investigative Services may include, for example: 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.

It should be noted that Pinal may decline performance of on-scene investigative services in cases that *do not* involve: In-Custody Deaths, Officer Involved Shootings, or are otherwise deemed High Profile under the circumstances. In the event that Pinal declines performance of on-scene investigative duties, the local law enforcement agency that has assumed primary jurisdiction will be responsible for obtaining all pertinent scene and investigative findings and will be required to report said findings telephonically to Pinal County Medical Examiner staff prior to removal of the body from the scene.

- b. Prepare body for examination.
- c. Take photographs of decedent.
- d. Take fingerprints of the decedent.
- e. Take x-rays of decedent, if necessary.
- f. Prepare microscopic slides, if necessary.
- g. Prepare documents required for court testimony.
- h. Collect evidence, if necessary.

- i. Obtain specimens for possible toxicology testing.
 - j. Provide a complete and detailed examination report for each individual case.
 - 8. Maintain secure 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 information:
 - a. Communications with law enforcement or other agencies;
 - b. Any autopsy or examination report;
 - c. Microscopic slides;
 - d. Photographs of the decedent, if any;
 - e. Fingerprints of the decedent;
 - f. X-rays of the decedent, if any;
 - g. Past medical history of decedent, if any;
 - h. Narrative entries of any other informational aspects concerning decedent, if any;
 - i. Record of electronically signed death certificate.
 - 9. Provide copies of attendant reports and/or other supporting documentation to Gila, within 90 days after completion of each investigation performed for the Gila. Gila acknowledges and agrees that each investigation is unique and therefore investigation completion times will vary depending on the circumstances of each investigation.
 - 10. Provide billing/invoice documentation to Gila as necessary in accordance with **Exhibit "A"**.
 - 11. Perform other duties related to this Agreement, that may include, but are not necessarily limited to, the following:
 - a. Signing death certificates for cremation authorization;
 - b. Authorize anatomical gifts;
 - c. Provide 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 Gila agrees to:**
- 1. Be primarily responsible for scene management, subject to any necessary direction provided by PCMEO.
 - 2. Timely report deaths to Pinal for which medical examiner services will be requested. Death reports should be made telephonically to the PCMEO prior to removal of the body from the scene and should include sufficient detail needed to assist the assigned pathologist with the determination of cause and manner of death
 - 3. Be primarily responsible for on-scene investigation of cases including, but not limited to, scene/decedent photography and collection of evidence, subject to any necessary direction provided by PCMEO. Photographs should be taken prior to removal of the decedent and prior to alteration of the scene.
 - 4. Timely provide photographs to PCMEO prior to any post-mortem examination via electronic transmission or CD.
 - 5. Make any and all necessary evidence available to PCMEO upon request.
 - 6. 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.

7. Provide and maintain scene access, perimeter and security for Pinal personnel and Pinal property for each Pinal ME services incident/event located within the boundaries of Gila County.
 8. Pay Pinal for all services arising out of this Agreement in accordance with **Exhibit "A"**.
- C. Gila 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 Gila shall have sole supervisory authority over Gila 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 the Pinal shall provide Gila with the attendant records of Gila County Death investigations and that requests for such records shall be referred to Gila, to be administered by Gila. Notwithstanding this, Gila 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 Gila 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 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 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 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"). Each applicable 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 Gila:

Mary Jane Springer

Name

Finance Director

Title

Finance

Department

1400 E. Ash Street

Address

Globe, Arizona 85541

City, State, ZIP

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 Pinal County Superior Court in Florence, 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 contract 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 contract, 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.

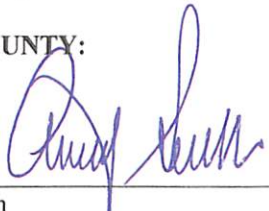
- P. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 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

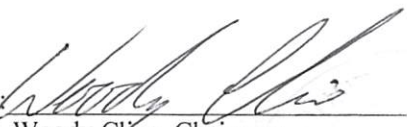
- V. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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
04/08/2020
Date

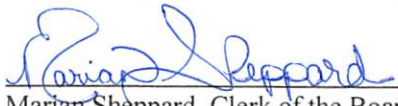
GILA COUNTY:

By: 
Woody Cline, Chairman
Gila County Board of Supervisors
4-21-20
Date

ATTEST:


Clerk of the Board

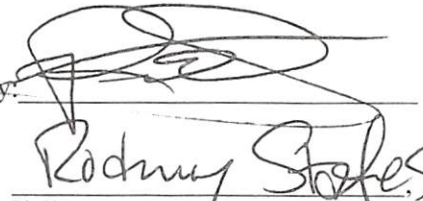
ATTEST:


Marian Sheppard, 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: 
Rodney Stokes
Print Name
Deputy Pinal Attorney

GILA COUNTY:

By: 
Charles Shire
Print Name
Gila County Attorneys Office

Exhibit 'A'
Pinal County & Gila County – Medical Examiner Services I.G.A.

Pinal County Medical Examiner's Office
2020 Services Cost Schedule

The Parties agree that in exchange for Gila's annual payment of \$375,000 to Pinal, Pinal shall perform up to **190** (*one hundred and ninety*) ME cases within the applicable one-year contractual term. For any cases in excess of 190 during any one-year term of this Agreement shall be paid for by Gila at the "Per Case" rates provided below.

Per-Case Cost(s)¹

<u>Issuance of Death Certificate only</u>	<u>\$147.00</u>
<u>External Examination²</u>	<u>\$1166.00</u>
<u>Standard Autopsy</u>	<u>\$2192.00</u>
<u>Extended Autopsy</u>	<u>\$3393.00³</u>
<u>Testimony</u>	<u>To Be Determined on a case-by-case basis⁴</u>

Billing, Invoicing, and Payment. Pinal agrees to send all bills and/or invoices for costs of services arising from this IGA to Gila, according to Section 11.A ("Notices") of the IGA. Bills and invoices for cases in excess of 190/year will be sent as they arise according to the operations of the PCMEO. Gila 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.

¹ 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. The type of case (I.E. External, Standard or Extended) is determined solely by the PCMEO according to PCMEO's determination of the circumstances and needs of each particular case. Standard laboratory costs 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 the Community.

² Resulting from death investigation services, such as—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—and the costs thereof are included in External Examination as well as in Standard and Extended Autopsies.

³ This fee covers up to 10 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 10 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.

⁴ Travel expenses and travel time will also be assessed and billed to Gila.



AGENDA ITEM

June 23, 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 Amendment to Lease between Pinal County and the State of Arizona, acting by and through its Department of Transportation/ Administrative Services Division. This amendment will provide for a one-year extension of the lease for the San Manuel MVD, and auto-renewals for successive one-year terms. Supervisor District #1. (GA20-056) (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 aren't any expected performance impacts associated with this agenda item

MOTION:

Approved as presented

History	Who	Approval
Time		
6/11/2021 8:59 AM	County Attorney	Yes
6/11/2021 9:17 AM	Budget Office	Yes
6/11/2021 10:33 AM	County Manager	Yes
6/14/2021 12:23 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Lease](#)

☐ [Document back up](#)

**FIFTH AMENDMENT
TO
LEASE AGREEMENT
(SAN MANUEL)**

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (“**Fifth Amendment**”) effective July 1st , 2021, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**Lessor**”) and the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION/ADMINISTRATIVE SERVICES DIVISION (“**Lessee**”).

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement made and entered into the 22nd day of August, 2012, (collectively, the “**Lease**”), in connection with the building located at 28380 S Veterans Memorial Blvd, San Manuel, Arizona; and

WHEREAS, Lessor and Lessee desire to amend the Lease by extending the term thereof for an additional one -year period, auto-renewable, pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **INCORPORATION OF LEASE.** All provisions of the Lease are hereby incorporated by this reference into this Fifth Amendment. The provisions of the Lease shall continue in full force and effect except as specifically amended and/or supplemented by this Fifth Amendment.

2. **TERM.** Section 2 of the Lease is hereby amended by extending the term of the Lease for an additional one-year period commencing July 1, 2021 and ending June 30, 2022.

A. The term shall automatically renew for successive one-year periods unless terminated by either party, per the notice requirements in section 5 of the Lease.

3. **CANCELLATION.** The parties acknowledge that this Fifth Amendment is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto, have executed this Fifth Amendment as of the day and year set forth below.

“Lessor”

PINAL COUNTY, a political subdivision of the
State of Arizona

By: _____
Chairman of the Board of Supervisors

Dated: _____

ATTEST:

Clerk/Deputy Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

“Lessee”

STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION/
ADMINISTRATIVE SERVICES DIVISION

By: _____

Name: _____

Title: _____

Dated: _____



When recorded return to:
CLERK OF THE BOARD
PO BOX 827
FLORENCE, AZ. 85132



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

DATE/TIME: 10/16/2020 0812
FEE: \$0.00
PAGES: 3
FEE NUMBER: 2020-105285

(The above space reserved for recording information)

CAPTION HEADING

**FOURTH AMENDED LEASE BETWEEN
PINAL COUNTY & STATE OF ARIZONA (MVD OFFICE)**

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 HAND CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

**FOURTH AMENDMENT
TO
LEASE AGREEMENT
(SAN MANUEL)**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Fourth Amendment") is back dated to July 1st , 2020, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("Lessor") and the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION/ADMINISTRATIVE SERVICES DIVISION ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement made and entered into the 22nd day of August, 2012, (collectively, the "Lease"), in connection with the building located at 190 Reddington Road, San Manuel, Arizona; and

WHEREAS, Lessor and Lessee desire to amend the Lease by extending the term thereof for an additional one -year period pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. INCORPORATION OF LEASE. All provisions of the Lease are hereby incorporated by this reference into this Fourth Amendment. The provisions of the Lease shall continue in full force and effect except as specifically amended and/or supplemented by this Fourth Amendment.

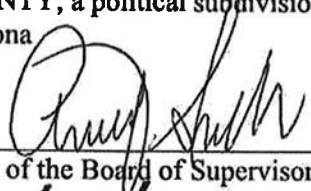
2. TERM. Section 2 of the Lease is hereby amended by extending the term of the Lease for an additional one-year period commencing July 1, 2020 and ending June 30, 2021.

3. CANCELLATION. The parties acknowledge that this Fourth Amendment is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto, have executed this Fourth Amendment as of the day and year set forth below.

"Lessor"

PINAL COUNTY, a political subdivision of the
State of Arizona

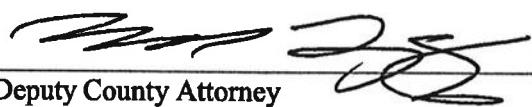
By: 
Chairman of the Board of Supervisors

Dated: 9/30/2020

ATTEST:


Clerk/Deputy Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Deputy County Attorney

"Lessee"

STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION/
ADMINISTRATIVE SERVICES DIVISION

By: 
Name: Sonya E. HERRERA

Title: ASD DIRECTOR, ADOT

Dated: 9/18/2020

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on this 22nd day of August, 2012, between Pinal County, a political subdivision of the State of Arizona (hereinafter referred to as "Lessor"), and the State of Arizona, acting by and through its Department of Transportation /Administrative Services Division (hereinafter referred to as Lessee).

IN CONSIDERATION of the mutual covenants contained in this Lease Agreement, the parties agree as follows:

1. Subject Property. Lessor leases to Lessee the building located at 190 Reddington Road, San Manuel, Arizona. Said property is hereinafter referred to as the Demised Property.

2. Term of the Lease Agreement. The term of this Lease shall commence on July 01, 2012, and shall continue thereafter until June 30, 2017, provided Lessee shall not have been in default of its obligation hereunder. Either party may terminate this Lease Agreement prior to its expiration by giving one hundred twenty (120) days prior written notice to the other party.

3. Rent.

A. Base Rent. The leased area contains an estimated 1,100 square feet. The rental rate is established at ~~\$300.00~~ per month. All notices of increases or decreases of the base rental rate shall be done in writing and mutually agreed upon by both parties. Upon termination, Lessor will refund without interest, the unused portion of any prepaid rent, if any.

B. Operating Expenses. Lessee's pro-rata share of operating expenses shall be 17.895% of total costs associated with the premises. Operating expenses are defined as electricity, water, gas, garbage, sewer, janitorial service, maintenance and pest control service.

Lessee shall reimburse Lessor for Lessee's share of the annual operating expenses. Reimbursement will be made in one (1) annual payment at the time of signing this Lease Agreement and then paid by July 31 of each successive year of the term.

The annual operating expenses shall be based on the actual expenses incurred during the twelve (12) - month period prior to the lease term, and the expenses shall be based upon the period of July 1 through June 30 of each year of the lease. Lessor shall provide Lessee with an accounting of these operating expenses upon request.

C. Payment. All payments required by this section 3 shall be remitted to the following address by the due date(s) specified hereinabove. Payments shall be made to Pinal County, P.O. Box 1348, Florence, Arizona, 85132.

4. Use of Subject Property. This facility will be occupied by the Arizona Department of Transportation for the purpose of conducting Motor Vehicle Division activities for the general public.

5. Termination. This Agreement is cancelable at any time with the mutual agreement of the Lessor and Lessee with notice given no less than one-hundred twenty (120) days prior to the intended effective date of cancellation. In the event no funds or insufficient funds are available to Lessee for any payment that may be due under this Lease for any portion of the term or renewal of this Lease following the initial fiscal year, Lessee will be without further obligation under this Lease and will remove its personnel and property from the Premises by the end of the period for which funds are available. Lessee will advise Lessor at any time it appears that there may be insufficient funds to fully pay its Lease payments.

6. Handicapped Parking and Accessibility. A minimum of two handicapped parking spots and handicapped accessibility from the parking area into the leased area will be provided by the Lessor.

7. Parking and Common Areas. The Lessee shall keep automobile parking areas in neat, clean and orderly condition. Lessee, for the use and benefit of Lessee, its agents, employees, customers, licensees and subtenants, shall have the nonexclusive right in common with Lessor, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use said parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking. The Lessee, in the use of said parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Lessor may adopt from time to time for the orderly and proper operation of said parking areas.

8. Signs. The Lessee may affix and maintain upon the glass panes and supports of the front entrance signs, advertising placards, names, insignia, trademarks and descriptive material. All such signage must conform to existing city and county codes and regulations.

9. Utilities. Lessee will be responsible to pay a pro-rata share of 16% which is based on square footage of the total electric, natural gas and water bills covering service to the building in which the Lessee's operation is located. Telephone to be in the name of and paid for by the Lessee.

10. Janitorial Service

- a. Lessor agrees to provide janitorial service to the lease area to keep it in a neat, clean and orderly condition. The cost of these services will be reimbursed to Lessor by Lessee through the utilities, janitorial services

reimbursed to Lessor by Lessee through the utilities, janitorial services and maintenance portion of the base rental rate.

B. Lessor shall not be responsible for any losses or damages incurred by Lessee due to the conduct of any contracted janitorial service or its employees.

C. Lessee shall notify Lessor of any and all janitorial work omitted, neglected or performed in an unsatisfactory manner.

11. Maintenance of Demised Premises. Lessor agrees to repair and maintain the parking lot, restrooms, building, including the exterior walls and roof, equipment and major components such as plumbing, electrical, heating, cooling systems and similar items furnished by Lessor, unless such maintenance and repairs are caused by negligent act, fault or omission of any duty by the Lessee, its agents and employees, in which case Lessee shall pay for such maintenance and repairs. Lessee agrees to maintain the interior of the improvements located on the Demised Property in a neat, clean and orderly condition at all times during occupancy, and not permit debris to accumulate at any time; not to commit, suffer or permit any waste of said property or any acts to be committed in violation of any laws or ordinances. The cost of these services will be reimbursed to Lessor by Lessee through the utilities, janitorial services and maintenance portion of the base rental rate.

12. Liens. Lessee shall keep the premises and the building free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee.

13. Public Liability Insurance. Lessee will not carry additional insurance coverage for general liability as Lessee is self-insured to protect against claims for injuries to persons or property occurring in, upon or about the subject property.

14. Liability. 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 indemnity 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.

15. Tenant Alterations.

A. Lessee shall have the right, subject to full compliance with all applicable federal, state, county and municipal laws, to construct, alter, repair and remodel Lessee improvements on the Demised Premises. Title to all such Lessee improvements and any and all subsequent alterations, additions and replacements made by Lessee during the term hereof, which are not affixed to Lessor's building, shall be and remain in the Lessee and the Lessee shall have the right to remove the same which are not affixed to the Demised Premises prior to the expiration or other termination of this

Lease, provided, however, that it repair any damage to the demised Premises caused by such removal and provided that any such improvement that shall not have been removed by Lessee within ten (10) days after the expiration or earlier termination of this Lease Agreement shall be deemed abandoned by Lessee and shall become the absolute property of Lessor without compensation to Lessee.

B. Lessee may not make structural alterations or modify the exterior design of the Demised Premises.

C. The Lessee shall have the privilege of installing any furniture, trade fixtures, equipment and machinery required in the conduct of its business in or upon the Demised Premises during the term hereof and shall provide an inventory of the same to Lessor within thirty (30) days of taking possession of the Demised Premises. The inventory shall be kept up to date with respect to changes, alterations, additions or replacements by whomsoever made during the term of this Lease Agreement. Any damage done to the Demised Premises in the installation or removal of such furniture, trade fixtures, equipment or machinery shall be promptly and fully repaired by the Lessee. In the event that Lessee fails to promptly and/or adequately repair any such damage, the Lessor shall be reimbursed by the Lessee for the cost of such repairs as are necessary to restore the Demised Premises to their original condition. Said personal property shall remain the property of the Lessee provided the property is removed upon the expiration or termination of this Lease Agreement. If such property shall not have been removed by Lessee upon the expiration or earlier termination of this Lease Agreement, the property shall be deemed abandoned by Lessee and shall become the absolute property of Lessor without compensation to the Lessee. At Lessor's election, Lessor may remove such fixtures or property from the Demised Premises and store them at the risk and expense of Lessee.

16. Surrender of Possession. Lessee shall, on the last day of the initial term of this Lease or extended term or on earlier termination and forfeiture of this Lease Agreement, peacefully and quietly surrender the Demised Premises to Lessor, including all additions and improvements constructed or placed on the Demised Premises by Lessor.

17. Lessor's Improvements and Personal Property. Lessor's improvements made on behalf of Lessee shall remain in the property of Lessor and all personal property provided by Lessor for the benefit of Lessee shall remain the property of Lessor.

18. Destruction of Premises. In the event the Demised Premises are partially damaged or totally destroyed by fire, flood, accident or acts of God, the Lessor shall have the option to repair/restore said Demised Premises or terminate this Agreement by delivering written notice of immediate termination to Lessee. If the Lease Agreement is

not terminated, Lessor shall reduce the rental rate proportionately until repairs have been completed for any portion of the Demised Premises rendered untenable by said damage.

19. Right of Entry by Lessor. Lessee acknowledges that Lessor's needs and requirements may necessitate property to be inspected from time to time and require entry by Lessor to maintain and repair the Demised Premises, thereby Lessor specifically reserves a right of entry for Lessor, its agents and employees, to the Demised Premises, at any and all reasonable times, for such purposes as shall be required by Lessor.

20. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated into this Lease Agreement

21. Agreement Modification. This Lease Agreement contains all the agreements, understandings, covenants, representations and conditions made between the parties hereto and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

22. Sale of Property. In the event Lessor sells the Demised Property, Lessor may transfer and assign in whole or in part its rights and obligations under this Lease Agreement to the new owner of the Demised Property.

23. Default. In the event of a default in the payment of rent or in the performance of any of the terms and conditions herein agreed to, each party shall have all remedies as provided by law. Lessor or Lessee will pay to the prevailing party court costs and attorney fees in a reasonable sum as the court may adjudge in any legal action brought forth.

24. Cancellation of Lease. This Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

25. Assignment or Subletting. Lessee shall not have the right to assign or sublease the whole or any part of the Demised Premises.

26. Subordination and Attornment. This Lease Agreement is subordinate to the lien of any mortgage or deed of trust now or thereafter in force against the premises, and to all advances made upon the security thereof, and upon request of the Lessor, Lessee will furnish to Lessor a signed and acknowledged statement setting forth such subordination to the holder of such lien. In the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Lessor covering the premises, the Lessee shall attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as the Lessor under this Lease Agreement.

27. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, first-class postage prepaid, to:

Lessor at:	Board of Supervisors Pinal County P.O. Box 827 Florence, AZ 85132
Phone:	520-866-6912
Lessee at:	Facilities Management Operations Support Attn: Lease Administrator 1801 West Jefferson, Mail Drop 509M Phoenix, AZ 85007
Phone:	602-712-4002

or elsewhere, as either party may from time to time designate by written notice to the other.


28. Arbitration. Any dispute under this Lease Agreement requiring settlement shall be settled by arbitration in accordance with the current rules of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction.

29. Paragraph Headings. The titles of the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease Agreement.

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the parties hereto.

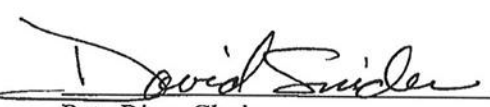
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION,

PINAL COUNTY, a political subdivision of the State of Arizona,


John H. Nichols, Director,
Administrative Services Division

Date

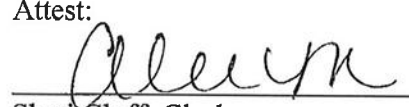
10/9/12


Pete Rios, Chairman
Board of Supervisors

Date

11/21/12

Attest:



Sheri Cluff, Clerk
Amberlee Muddel, Deputy

Date

11/21/12

Approved as to form:

JAMES P. WALSH
PINAL COUNTY ATTORNEY


Deputy County Attorney

Date

10/17/12



AGENDA ITEM

June 23, 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 FY20/21 Budget Appropriation to finalize transfers, related to the closure and transfer of fund balances from PW/DIS 1 Kelvin Bridge Fund 188, to PW-Human Resources-HURF (Fund 64). Supervisor District #2. (AD20-007) (Ashlee Feliz/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
6/11/2021 10:55 AM	County Attorney	Yes
6/15/2021 11:40 AM	Budget Office	Yes
6/16/2021 11:17 AM	County Manager	Yes
6/16/2021 2:26 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Budget Appropriation](#)

**DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM**

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
2020	Yes	6/23/2021	<input 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
295		3111695	3111688	460002	\$710,733	(\$82,733)	\$628,000
64		3111664	3111688	460002	\$0	\$94,733	\$94,733
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
Insert rows above this line and copy New Revised Budget formula down							
Net Source Adjustment						\$12,000	

Uses (Expenditures, Transfers Out, etc....)							
Fund		Cost Center	Sub Ledger	Object Code	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
188		3111688	3111664	560002	\$0	\$94,733	\$94,733
188		3111688	3111695	560002	\$710,733	(\$82,733)	\$628,000
188		3111688		531990	\$12,000	(\$12,000)	\$0
295		3111695		599500	\$498,718	(\$82,733)	\$415,985
64		3111644		599500	\$817,243	\$94,733	\$911,976
Insert rows above this line and copy New Revised Budget formula down							
Net Use Adjustment						\$12,000	

Net Change	\$0
------------	-----

Prepared by:		Date:	
--------------	--	-------	--

Explanation:	Discussion/approval/disapproval of FY20/21 budget amendment to transfer funds from Fund 188 (Kelvin Bridge) and Fund 295 (PW-Trans Excise Tax) to Fund 64 (PW-Human Resources-HURF). There will be no impact to the General Fund.
--------------	---

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: _____
--	---	--



AGENDA ITEM

June 23, 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. 062321-RD20-118 requesting the extinguishment of the Drainage Easement located within Lot 9 of the Final Plat of "Encanto Real", recorded on February 4, 2004 in Cabinet E, Slide 24 in the office of the Pinal County Recorder and being located within, Section 3, Township 3 South, Range 7 East, Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #2. (RD20-118) (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 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:

Approve as presented

History		
Time	Who	Approval
6/11/2021 8:58 AM	County Attorney	Yes
6/11/2021 9:19 AM	Budget Office	Yes
6/11/2021 10:41 AM	County Manager	Yes
6/14/2021 9:23 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [PM](#)

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 EXTINGUISHMENT OF A DRAINAGE
EASEMENT WITHIN LOT 9 OF ENCANTO REAL.**

WHEREAS, pursuant to 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 the Drainage Easement located within Lot 9 of the Final Plat of "Encanto Real", recorded on February 4, 2004 in Cabinet E, Slide 24 in the office of the Pinal County Recorder and being located within Supervisory District #2, Section 3, Township 3 South, Range 7 East, Gila and Salt River Base and Meridian, Pinal County, Arizona (the "Easement"); and

WHEREAS, the Board has determined that the easement is no longer needed; and

WHEREAS, the Board having found the Petition to be in proper form; 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.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Drainage Easement within Lot 9 of the Encanto Real, as legally described in Exhibit "A" attached hereto and made a part hereof, is extinguished.

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 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

EXHIBIT A
TO
RESOLUTION NO. _____

[Legal Description Drainage Easement Extinguishment]

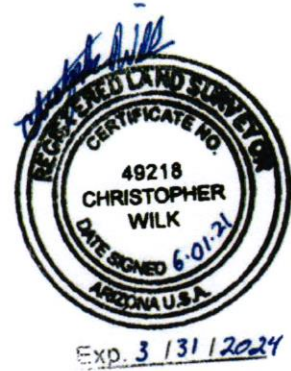
See following pages.

EXTINGUISHMENT OF DRAINAGE EASEMENT DESCRIPTION

ALL THAT PORTION OF THE DRAINAGE EASEMENT LOCATED IN LOT 9, AS SHOWN ON FINAL PLAT FOR ENCANTO REAL, A SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA IN CABINET E OF MAPS, SLIDE 24.

CONTAINING:

0.0654 ACRES OR 2,850 SQUARE FEET.



The survey map displays three adjacent lots with the following details:

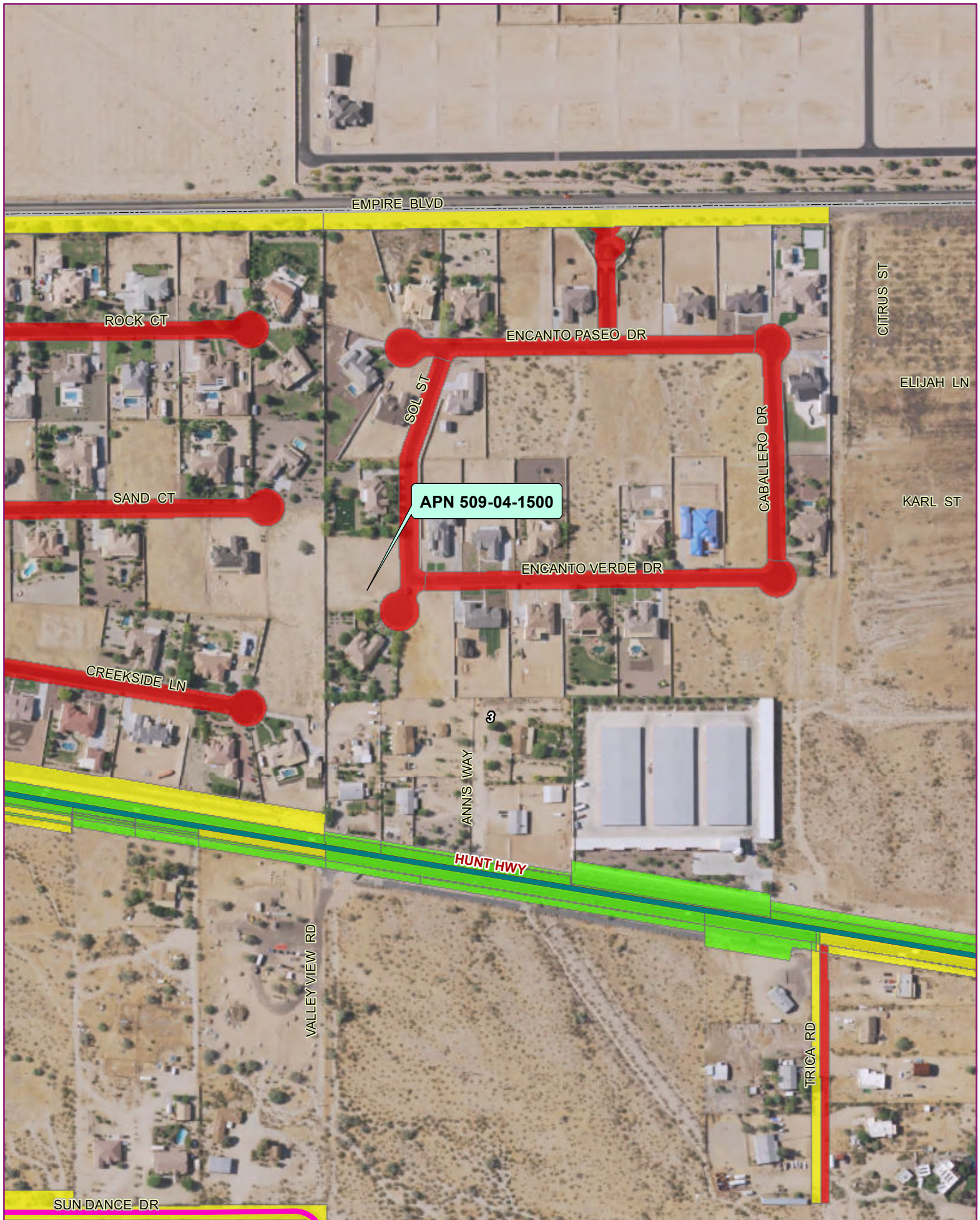
- Lot 9:** Located at the top, with APN 509-04-150. Its northern boundary is N 89°30'12" E 223.27'. A 25.00' wide easement is shown along its eastern boundary, labeled "ING/ EGR & PUE PER FINAL PLAT FOR ENCANTO REAL".
- Lot 10:** Located at the bottom, with a northern boundary of N 89°58'40" E 197.79'. A 20.00' wide drainage easement is shown along its eastern boundary, labeled "DRAINAGE EASEMENT PER FINAL PLAT FOR ENCANTO REAL".
- Lot 11:** Located at the bottom right, with a western boundary of W 43°46'37" S 82.15'.

Other dimensions and features include:

- A vertical dimension of 112.50' on the left side of Lot 9.
- A horizontal dimension of 80.48' between the eastern boundaries of Lot 9 and Lot 10.
- A curved boundary between Lot 9 and Lot 11 with a radius of R20.00'.
- A curved boundary between Lot 10 and Lot 11 with a radius of R53.00'.
- A vertical dimension of 122.25' on the right side of Lot 9.
- A vertical dimension of 122.25' on the right side of Lot 10.

REGISTERED LAND SURVEYOR
 CERTIFICATE NO.
 49218
 CHRISTOPHER
 WILK
 DATE SIGNED 9/01/2021
 ARIZONA U.S.A.
 EXPIRES 03/31/2024







AGENDA ITEM

June 23, 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. 062321-RD20-120 authorizing the sale of County owned right of way located within, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #2. (RD20-120) (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 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:

Approve Resolution No. 062321-RD20-120 authorizing the sale of County owned right of way located within, Section 13, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona with the parcel exhibit correction from Skyline Drive to Thunder Cloud Drive.

History		
Time	Who	Approval
6/11/2021 9:00 AM	County Attorney	Yes
6/11/2021 9:20 AM	Budget Office	Yes
6/11/2021 10:41 AM	County Manager	Yes
6/14/2021 9:26 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Resolution](#)

☐ [PM](#)

<input type="checkbox"/>	06.21.2021 Exhibit Redline
<input type="checkbox"/>	06.21.2021 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 AUTHORIZING THE SALE OF COUNTY OWNED RIGHT OF WAY.

WHEREAS, the Board of Supervisors is authorized by A.R.S. § 28-6701 to establish, alter or abandon highways within the county; and

WHEREAS, the Board of Supervisors has determined that the portion of Valley View Road, described in Exhibit A attached hereto, is not necessary for public use as a roadway; and it would be in the best interest of Pinal County to sell the described property;

WHEREAS, the Board of Supervisors has determined that it is in the best interest of Pinal County to dispose of the section of Valley View Road described in Exhibit A in accordance with A.R.S. § 28-7201 et seq.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors approves the sale of said property to be sold by Notice of Public sale.

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. _____

[Legal Description]

See following pages

PARCEL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 03 SOUTH, RANGE 07 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID PARCEL OF LAND BEING A PORTION OF AN EASEMENT AS SHOWN ON THE PLAT OF SANTAN RANCHES UNIT 3, A SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA IN BOOK 15 OF MAPS , PAGE 09. SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 FROM WHICH, AS SHOWN ON SAID PLAT OF SANTAN RANCHES UNIT 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS NORTH 89 DEGREES 57 MINUTES 00 SECONDS WEST AT A DISTANCE OF 2638.60 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 57 MINUTES 00 SECONDS WEST A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF LOT 161, AS SHOWN ON SAID PLAT OF SANTAN RANCHES UNIT 3;

THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID LOT 161, NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 380.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 59 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET;

THENCE LEAVING SAID LOT 161, SOUTH 89 DEGREES 57 MINUTES 00 SECONDS EAST A DISTANCE OF 65.00 FEET TO THE INTERSECTION WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 3 FROM WHICH, AS SHOWN ON SAID PLAT OF SANTAN RANCHES UNIT 3, THE CENTER OF SECTION 3 BEARS NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST AT A DISTANCE OF 2240.48 FEET;

THENCE ALONG SAID NORTH-SOUTH MID-SECTION LINE, SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 405.00 FEET TO THE POINT OF BEGINNING;

CONTAINING;

0.3750 ACRES OR 16,334 SQUARE FEET.



EXP. 3/31/2024

PARCEL EXHIBIT

Curve Table			
Curve #	Radius	Delta	Length
C1	25.01'	89° 59' 00"	39.27'

LOT 148

SKYLINE DRIVE

S 89°57'00" E 339.00'

LOT 161

AREA:
0.3750 ACRES
OR 16334 SF.

Parcel Line Table		
Line #	Direction	Length
L1	S89° 57' 00"E	65.00

SW
SEC 3

N 89°57'00" W 2638.60'

364.00'

40.00'

VALLEY
VIEW ROAD

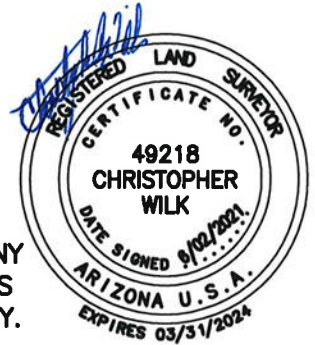
2240.50'

N 0°02'00" E 2645.50'

S 1
SEC 3

NOTE:
ALL BEARINGS AND DISTANCES
OBTAINED FROM THE PLAT OF
SANTAN RANCHES UNIT 3,
BOOK 15 MAPS, PAGE 9 PCR.
SEC 03, T03S, R07E, G&SRM,
PINAL COUNTY, ARIZONA

THIS EXHIBIT IS MEANT TO ACCOMPANY
AN EASEMENT DESCRIPTION AND DOES
NOT CONSTITUTE A BOUNDARY SURVEY.



PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

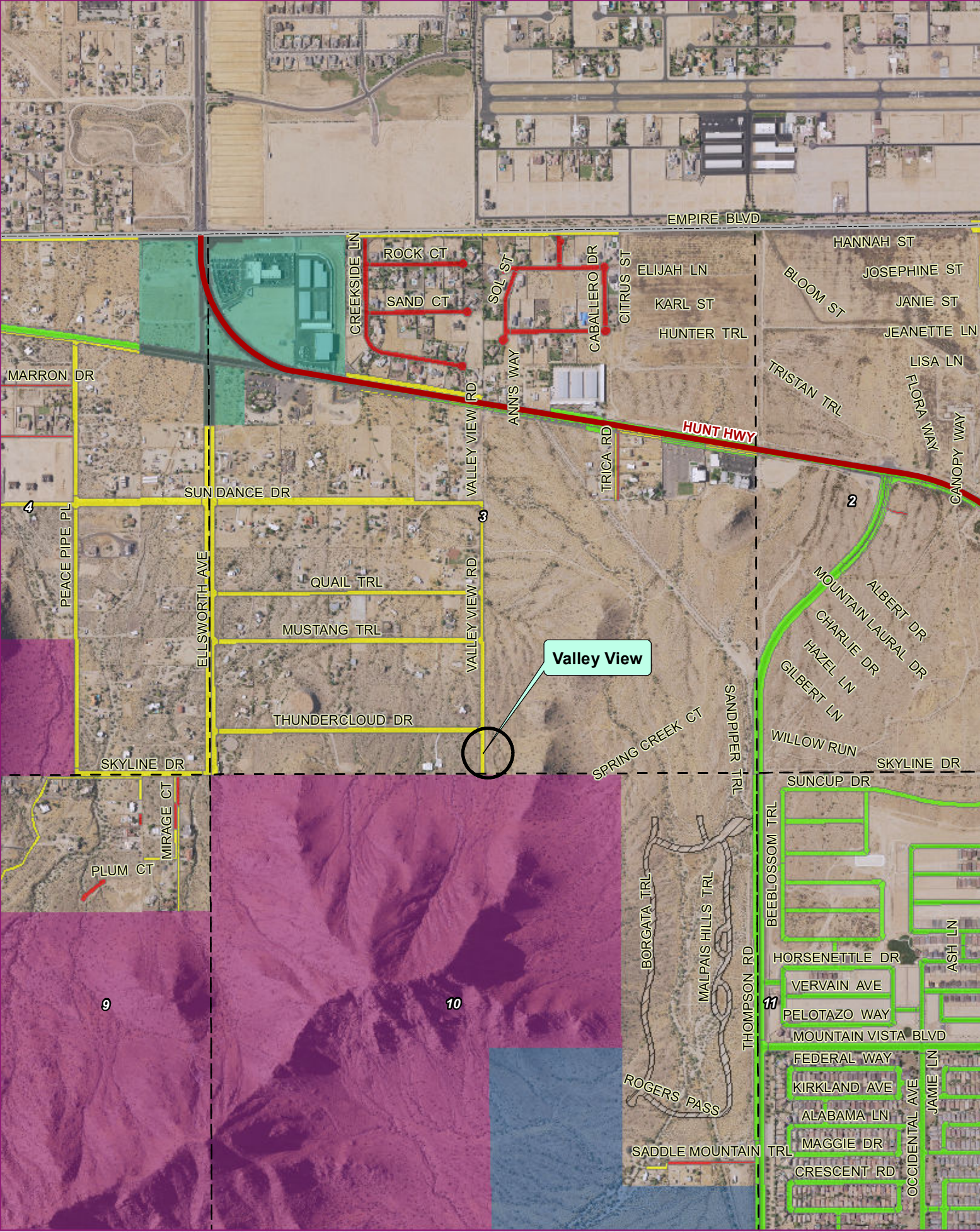
SURVEY



COST CENTER #: 311664

FILE: ENCANTO REAL LOT 9.DWG

DATE: 6/02/2021



PARCEL EXHIBIT

Curve Table			
Curve #	Radius	Delta	Length
C1	25.01'	89° 59' 00"	39.27'

LOT 148

VALLEY VIEW ROAD

C 1
SEC 3

~~SKYLINE DRIVE~~
S 89°57'00" E 339.00'

Thunder Cloud Dr.

LOT 161

AREA:
0.3750 ACRES
OR 16334 SF.

Parcel Line Table		
Line #	Direction	Length
L1	S89° 57' 00"E	65.00

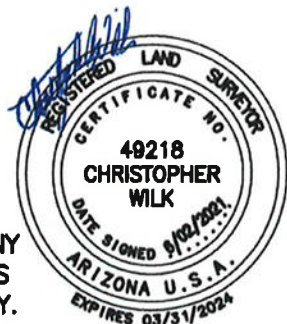
SW
SEC 3

N 89°57'00" W 2638.60'

Skyline Dr.
Alignment

NOTE:
ALL BEARINGS AND DISTANCES
OBTAINED FROM THE PLAT OF
SANTAN RANCHES UNIT 3,
BOOK 15 MAPS, PAGE 9 PCR.
SEC 03, T03S, R07E, G&SRM,
PINAL COUNTY, ARIZONA

THIS EXHIBIT IS MEANT TO ACCOMPANY
AN EASEMENT DESCRIPTION AND DOES
NOT CONSTITUTE A BOUNDARY SURVEY.



PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

SURVEY



COST CENTER #: 311664

FILE: ENCANTO REAL LOT 9.DWG

DATE: 6/02/2021

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 AUTHORIZING THE SALE OF COUNTY OWNED RIGHT OF WAY.

WHEREAS, the Board of Supervisors is authorized by A.R.S. § 28-6701 to establish, alter or abandon highways within the county; and

WHEREAS, the Board of Supervisors has determined that the portion of Valley View Road, described in Exhibit A attached hereto, is not necessary for public use as a roadway; and it would be in the best interest of Pinal County to sell the described property;

WHEREAS, the Board of Supervisors has determined that it is in the best interest of Pinal County to dispose of the section of Valley View Road described in Exhibit A in accordance with A.R.S. § 28-7201 et seq.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors approves the sale of said property to be sold by Notice of Public sale.

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. _____

[Legal Description]

See following pages

PARCEL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 03 SOUTH, RANGE 07 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. SAID PARCEL OF LAND BEING A PORTION OF AN EASEMENT AS SHOWN ON THE PLAT OF SANTAN RANCHES UNIT 3, A SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA IN BOOK 15 OF MAPS , PAGE 09. SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 FROM WHICH, AS SHOWN ON SAID PLAT OF SANTAN RANCHES UNIT 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS NORTH 89 DEGREES 57 MINUTES 00 SECONDS WEST AT A DISTANCE OF 2638.60 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 57 MINUTES 00 SECONDS WEST A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF LOT 161, AS SHOWN ON SAID PLAT OF SANTAN RANCHES UNIT 3;

THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID LOT 161, NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 380.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 59 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET;

THENCE LEAVING SAID LOT 161, SOUTH 89 DEGREES 57 MINUTES 00 SECONDS EAST A DISTANCE OF 65.00 FEET TO THE INTERSECTION WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 3 FROM WHICH, AS SHOWN ON SAID PLAT OF SANTAN RANCHES UNIT 3, THE CENTER OF SECTION 3 BEARS NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST AT A DISTANCE OF 2240.48 FEET;

THENCE ALONG SAID NORTH-SOUTH MID-SECTION LINE, SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 405.00 FEET TO THE POINT OF BEGINNING;

CONTAINING;

0.3750 ACRES OR 16,334 SQUARE FEET.



PARCEL EXHIBIT

Curve Table			
Curve #	Radius	Delta	Length
C1	25.01'	89° 59' 00"	39.27'

LOT 148

THUNDER CLOUD DRIVE

S 89°57'00" E 339.00'

LOT 161

AREA:
0.3750 ACRES
OR 16334 SF.

Parcel Line Table		
Line #	Direction	Length
L1	S89° 57' 00"E	65.00

SW
SEC 3

N 89°57'00" W 2638.60'

SKYLINE DRIVE ALIGNMENT

40.00'

N 0°02'00" E 380.00'

405.00'

N 0°02'00" E 2645.50'

2240.50'

VALLEY
VIEW ROAD

C 1
SEC 3

NOTE:
ALL BEARINGS AND DISTANCES
OBTAINED FROM THE PLAT OF
SANTAN RANCHES UNIT 3,
BOOK 15 MAPS, PAGE 9 PCR.
SEC 03, T03S, R07E, G&SRM,
PINAL COUNTY, ARIZONA

THIS EXHIBIT IS MEANT TO ACCOMPANY
AN EASEMENT DESCRIPTION AND DOES
NOT CONSTITUTE A BOUNDARY SURVEY.



PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

SURVEY



COST CENTER #: 311664

FILE: VALLEYVIEW LOT 161.DWG

DATE: 6/21/2021



AGENDA ITEM

June 23, 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. 062321-RD20-116 accepting a Third Party Trust Assurance Agreement Trust No. 8746 associated with Entrada Del Oro Unit 2 Parcel 2A, Located in Section 30 Township 1 South, Range 10 East. Supervisor District #5. (RD20-116) (Continued from February 3, 2021, Board Meeting and Tabled Indefinitely from February 21, 2021, Board Meeting) (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		
6/11/2021 8:07 AM	County Attorney	Yes
6/11/2021 9:18 AM	Budget Office	Yes
6/11/2021 10:40 AM	County Manager	Yes
6/14/2021 10:11 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [PM](#)

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 A THIRD PARTY TRUST ASSURANCE AGREEMENT (TRUST NO. 8747) FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH ENTRADA DEL ORO UNIT 2-PARCEL 2A, LOCATED IN SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST SUPERVISORY DISTRICT 5

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the subdivider and recommended by the Director of Public Works; and

WHEREAS, provision has been made by law and ordinance whereby a subdivider shall provide financial security to assure completion of construction of all required public subdivision improvements in conformance with Pinal County standards and requirements; and

WHEREAS, Gold Canyon Manors, L.C., Nob Hill Holdings, L.C., Superstition North, L.C., the subdivider of Entrada Del Oro Unit 2-Parcel 2A has provided the Third Party Trust Assurance Agreement attached hereto as Exhibit A as such financial security.

NOW, THEREFORE, BE IT RESOLVED, by the Pinal County Board of Supervisors that the Third Party Trust Assurance Agreement attached hereto as Exhibit A is hereby approved and 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 _____ 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

**EXHIBIT A
TO
RESOLUTION NO. _____**

[Third Party Trust Assurance Agreement]

See following pages.

When recorded return to:

Clerk of the Board
P.O. Box 827
Florence, Arizona 85132

THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

This Assurance Agreement for Construction of Subdivision Improvements (this "Agreement") is made and entered into by, between and among Gold Canyon Manors, L.C., an Arizona limited liability company, Nob Hill Holdings, L.C., an Arizona limited liability company and Superstition North, L.C., an Arizona limited liability company (collectively, "Subdivider"); First American Title Insurance Company, a Nebraska corporation, as Trustee under Trust No. 8747, and not personally ("Trustee"); and PINAL COUNTY, ARIZONA ("County").

RECITALS

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust No. 8747, which is the legal owner of the land located in Pinal County, Arizona and identified in Exhibit "A" of this Agreement. (the "Land"). Exhibit "B" is a true and correct copy of Special Warranty Deed dated November 12, 2020, conveying the land into Trust No. 8747.

1.2 County, Subdivider and Trustee wish to establish specific terms, conditions and guidelines relating to the subdivision of the Land (the "Subdivision") and construction of related improvements to comply with A.R.S. § 11-821 and the Pinal County Subdivision Regulations, as amended from time to time ("Code").

1.3 Trustee and Subdivider have executed, as required by Trustee, a trust agreement separate from this Agreement intended to establish the subdivision trust that is referenced in this Agreement in a form reasonably satisfactory to County ("Trust Agreement").

AGREEMENT

Based on the foregoing Recitals and attached Exhibits, which are incorporated and made a part of this Agreement as if set forth in their entirety below and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

2.1. Property Description. The Land is all of the real property identified in Exhibit "A" attached hereto which is the subject of a subdivision plat identified as **Entrada Del Oro Unit 2-Parcel 2A** (the "Subdivision Plat").

2.2. Construction of Subdivision Improvements. As a condition of approval of the Subdivision Plat, Subdivider hereby agrees to construct all improvements contemplated by the

Subdivision Plat and/or by the improvement plans for the Subdivision as heretofore, or as may be hereafter, provided by Subdivider to County, including, but not limited to: streets; sanitary sewers (if necessary); water and electric utilities; drainage and flood control improvements; parks, trails or other recreational facilities; and any other improvement noted on the Subdivision Plat or required by the Code (collectively, the "Subdivision Improvements"). Once commenced, Subdivider will diligently work toward completing the Subdivision Improvements. Subdivider's obligation to complete the Subdivision Improvements arises as of the date of this Agreement, is independent of any obligations of County and is not conditioned upon the sale of any lots or improvements within the Subdivision. Nothing in this Agreement shall be construed as an undertaking by County or Trustee to install, to guarantee the installation of, or to indemnify any other party for or relating to the installation (or failure to install) of any of the Subdivision Improvements.

2.3. Existing Utilities. Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public or County. Subdivider's performance of this requirement shall be considered in determining whether to release assurances under Paragraphs 2.5 and 2.6.

2.4. Assurance of Construction. This Agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. §11-821 and the Code, as amended from time to time. Trustee and Subdivider shall also execute the Trust Agreement separate herefrom, intended to more fully implement the provisions hereof.

2.5. Limitation on Transfer of Title; Contracts for Sale. Except as otherwise provided in Paragraphs 2.7 and 2.8 hereof, Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance or Subdivider posting a substitute form of assurance acceptable to County. A Release of Assurance by the Board of Supervisors shall not be provided by County until the Subdivision Improvements are completed in accordance with this Agreement, the Code and particularly Paragraphs 2.10 and 2.11 (if applicable) hereof or Subdivider posts a substitute form of assurance acceptable to County for all Subdivision Improvements that have not then been completed. Either Trustee or Subdivider may enter into contracts for sale of portions of the Land, so long as such contracts clearly state that the conveyance of title to the real property involved is subject to obtaining a Release of Assurance as contemplated herein, and that no such contract can be consummated without obtaining such Release of Assurance. Trustee or Subdivider shall provide County with a copy of the form of the contract containing the disclosure referenced above.

2.6. Partial Release of Assurances. County shall issue up to three Releases of Assurance if both of the following have occurred:

A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with Paragraph 2.10; and

B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable).

2.7. Bulk Sales. For the purpose of this Paragraph 2.7, "Permitted Portion" means a discrete unit within the Subdivision which is contemplated to be sold in bulk sale to a single builder or other third-party developer prior to completion of on-site and off-site improvements thereon. Notwithstanding Paragraph 2.5, Trustee may sell and convey all or any Permitted Portion of the Land in one transaction to a single purchaser subject to all of the terms of this Agreement, the Code and the Subdivision Plat. Said purchaser shall, as to each such sale, enter into a new third-party trust assurance agreement with County, assuring completion of:

A. All of the Subdivision Improvements, if the sale involves all of the land;
or

B. The Subdivision Improvements relating to and located on the Permitted Portion so sold, together with any of the other Subdivision Improvements which, in County's judgment, are necessary to be completed so that the Permitted Portion can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable), if the sale involves a Permitted Portion.

2.8. Conveyance Out of Trust for the Purpose of Encumbrance. Notwithstanding Paragraph 2.5, Trustee may convey all or part of the Land to Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust; provided that the Land is thereafter immediately reconveyed into trust, and the only liens attaching by virtue of such deeding process are the third party mortgages or deeds of trust described above; provided further that such mortgagee or beneficiary holding an encumbrance against all or any portion of the Land shall be subject to this Agreement (although such lienholder shall not be obligated to perform any of Subdivider's obligations, but such lien holder's rights shall be subordinated to all rights of County under this Agreement, including, but not limited to, the rights of abandonment, replat and all restrictions on the sale of lots). Except as otherwise set forth herein, nothing shall preclude any lender from enforcing the terms of its loan documents as against Subdivider and or against the Trust Agreement established by Subdivider pursuant to this Agreement.

2.9. Substitution of Assurances. Subdivider may submit substitute assurances as provided in a form and amount satisfactory to County and in compliance with the Code at any time during which Subdivider is not in default under this Agreement or under any other agreement with County related to the Land or its improvements.

2.10. Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider and accepted by County where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Board of Supervisors. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with all applicable and approved plans and after County has inspected them and finds them to be in compliance with the plans and applicable county ordinances and regulations, and the Subdivision Improvements are found acceptable in accordance with the terms of Paragraph 2.11 immediately below.

2.11. Acceptance of the Subdivision Improvements. County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:

- A. They have been completed in accordance with Paragraph 2.10;
- B. The dedication has been accepted by the Board of Supervisors as evidenced by subsequent approval by the Board of Supervisors of the dedication on the Subdivision Plat or by some other formal action; and
- C. All fees, including, without limitation, guarantee bonds and pavement finishing fees are paid, and all other necessary bonds or warranty assurances are posted.

2.12. County's Option to Abandon or Re-Plat Upon Default. At County's sole option, if Subdivider defaults in its obligations under this Agreement by failing to cause the Subdivision Improvements to be completed by Subdivider and accepted by County where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Board of Supervisors, County may abandon or re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the abandonment or re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. Subdivider hereby authorizes County to execute on behalf of Subdivider the abandonment or re-plat described in this Paragraph 2.12. The abandonment or re-plat may exclude any dedications to the public which were made on the Subdivision Plat and/or which are further deemed necessary to serve either portions of the Land which are not re-platted or which serve the public. County agrees that it shall not abandon the portion of the Subdivision Plat for which a Partial Release or Permitted Portion has been completed pursuant to Paragraph 2.6 or Paragraph 2.7 of this Agreement. Subdivider shall pay the reasonable costs incurred in the abandonment or re-platting. Notice mailed first class to the last known address of Subdivider, Trustee and/or any mortgagee or deed of trust beneficiary of which Subdivider has heretofore provided County written notice shall be given not less than thirty (30) days before County exercises its option to abandon or re-plat under this Paragraph 2.12.

2.13. Incorporation and Annexation.

A. Annexation. If the Land or any portion of the Land is annexed by a city or town, the city or town shall execute a consent to accept this Agreement in a form reasonably satisfactory to County within sixty (60) days of the annexation in order to succeed to all benefits and duties of County under this Agreement. If the consent to accept this Agreement is not signed within sixty (60) days of the annexation date, this Agreement shall terminate.

B. Incorporation. If the Land or any portion of the Land lies within a newly incorporated city or town, this Agreement shall remain in effect until sixty (60) days after County fulfills its statutory responsibilities prescribed under A.R.S. § 9-104. The city or town shall execute a consent to accept the Agreement in form reasonably satisfactory to County within sixty (60) days after County fulfills its statutory responsibilities under A.R.S. §9-104 in order to

succeed to all benefits and duties of County under this Agreement. If the consent to accept this Agreement is not signed within the prescribed timeframe, this Agreement shall terminate.

2.14. Termination. This Agreement shall remain in full force and effect until one of the following has occurred:

A. The Subdivision Improvements have been completed and accepted by County in accordance with Paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the County Recorder in accordance with Paragraph 2.5;

B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations;

C. The Land has been annexed or incorporated and the consent to accept the Agreement is not executed by the relevant city or town within the timeframes outlined in Paragraph 2.13 above;

D. County records the map of abandonment or replat of the Subdivision Plat referenced in Paragraph 2.12 above; or

E. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with Paragraph 2.9.

2.15 Subdivider's Notice of Changes. Subdivider agrees to provide written notice to County at least ten (10) calendar days before the occurrence of: a) a change of name, corporate identity or address of Subdivider or Trustee; b) intent to transfer, or a transfer of, title to the Subdivision by deed, contract or operation of law; c) the foreclosure of a lien against the Subdivision or any portion of the Subdivision; d) filing of a voluntary or involuntary petition of bankruptcy respecting Subdivider or affecting the Subdivision; or e) any other event that may materially and adversely affect the performance of Subdivider hereunder.

2.16 Sole Discretion. Unless otherwise provided specifically in the Code or this Agreement, County may act in its sole discretion and judgment in all particulars regarding this Agreement, the Land, the Subdivision Plat or any other item contemplated hereby.

2.17 Governing Law. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Agreement shall be commenced and remain in the Superior Court of the State of Arizona in and around the County of Pinal, Florence, Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

2.18 Cancellation. This Agreement is subject to cancellation by County in accordance with, and under the conditions set forth in, the provisions of A.R.S. §38-511.

2.19 Effective Date. This Agreement is effective on this ____ day of _____, 20__, which is the date of approval of this Agreement by the Pinal County Board of Supervisors.

PINAL COUNTY, ARIZONA

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____.

Notary Public

My Commission Expires: _____

BENEFICIARY:

Gold Canyon Manors, L.C., an Arizona limited liability company

By: _____

Robert C. Kennedy, its manager

Nob Hill Holdings, L.C., an Arizona limited liability company

By: _____

Robert C. Kennedy, its manager

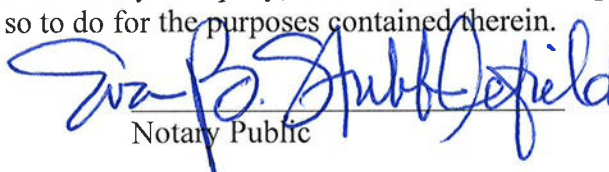
Superstition North, L.C., an Arizona limited liability company

By: _____

Robert C. Kennedy, its manager

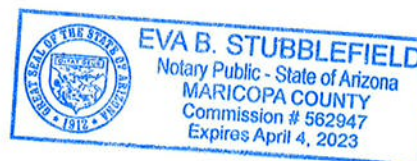
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 17th day of October, 2020, by Robert C. Kennedy, the manager of (i) Gold Canyon Manors, L.C., an Arizona limited liability company, (ii) Nob Hill Holdings, L.C., an Arizona limited liability company and (iii) Superstition North, L.C., an Arizona limited liability company, who executed the foregoing on behalf of the companies, being authorized so to do for the purposes contained therein.


Notary Public

My Commission Expires:

4-4-23



TRUSTEE: First American Title Insurance Company, a Nebraska corporation, as Trustee under **Trust No. 8747**, and not personally or in its corporate capacity

By: [Signature]
Its: Sr. Trust officer

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this 20th day of January, 2021 by Simon Berry of First American Title Insurance Company ("Trustee"), a Nebraska corporation, on behalf of the corporation, as trustee under Trust No. 8747.

[Signature]
Notary Public

My Commission Expires: 2-12-2024

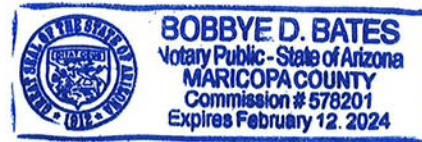


Exhibit “A”

Property Description

Exhibit "A "

FUTURE SUBDIVISION PARCEL 2A:

LOCATED WITHIN A PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE MONUMENT ACCEPTED AS THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, FROM WHICH A FOUND GENERAL LAND OFFICE MONUMENT ACCEPTED AS THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, THEREOF BEARS SOUTH 89°03'36" EAST, A DISTANCE OF 5426.03 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 30, SOUTH 89°03'36" EAST, A DISTANCE OF 2822.11 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 30, SOUTH 89°03'36" EAST, A DISTANCE OF 642.39 FEET;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 30, SOUTH 00°56'26" WEST A DISTANCE OF 986.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 90.78 FEET, WITH A RADIUS OF 1235.00 FEET AND THE RADIAL BEARING OF SOUTH 11°04'04" EAST AND A CENTRAL ANGLE OF 04°12'41";

THENCE, SOUTH 15°16'45" EAST A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 290.53 FEET, WITH A RADIUS OF 1165.00 FEET AND THE RADIAL BEARING OF SOUTH 15°16'45" EAST AND A CENTRAL ANGLE OF 14°17'18" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 40.37 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 92°30'50";

THENCE, SOUTH 57°55'07" WEST A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 40.37 FEET, WITH A RADIUS OF 25.00 FEET AND THE RADIAL BEARING OF SOUTH 57°55'07" WEST AND A CENTRAL ANGLE OF 92°30'50" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 300.21 FEET, WITH A RADIUS OF 1165.00 FEET AND A CENTRAL ANGLE OF 14°45'53";

THENCE, NORTH 49°21'35" WEST A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 91.41 FEET, WITH A RADIUS OF 1235.00 FEET AND THE RADIAL BEARING OF SOUTH 49°21'35" EAST AND A CENTRAL ANGLE OF 04°14'28";

THENCE, NORTH 51°52'11" WEST A DISTANCE OF 710.38 FEET;

THENCE, SOUTH 41°36'31" WEST A DISTANCE OF 88.65 FEET;

THENCE, NORTH $48^{\circ}23'29''$ WEST A DISTANCE OF 50.00 FEET;

THENCE, SOUTH $41^{\circ}36'31''$ WEST A DISTANCE OF 6.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 37.75 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $86^{\circ}31'18''$;

THENCE, NORTH $51^{\circ}52'11''$ WEST A DISTANCE OF 96.69 FEET;

THENCE, NORTH $41^{\circ}36'31''$ EAST A DISTANCE OF 1176.37 FEET TO THE POINT OF BEGINNING.

Exhibit “B”

Special Warranty Deed



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

DATE/TIME: 11/18/2020 11:21
FEE: \$30.00
PAGES: 4
FEE NUMBER: 2020-119630

When recorded return to:
First American Title Insurance Company
PO Box 85023
Phoenix, AZ 85072

NCS: 1010277

SPECIAL WARRANTY DEED

For valuable consideration, receipt of which is hereby acknowledged, Gold Canyon Manors, L.C., an Arizona limited liability company, Nob Hill Holdings, L.C., an Arizona limited liability company and Superstition North, L.C., an Arizona limited liability company, as their interests may appear ("Grantor"), convey to First American Title Insurance Company, a Nebraska corporation, as Trustee under Trust No. 8747, and not personally ("Grantee"), the real property situated in Pinal County, Arizona, as described in the attached Exhibit "A", which is incorporated by this reference, together with all appurtenant rights and privileges (collectively, the "Property").

SUBJECT TO: All non-delinquent taxes and other assessments, reservations in patents, reserved water rights, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record in the official records of Pinal County, Arizona, and such facts as would be disclosed by inspection or accurate ALTA survey of the Property (including all optional Table A items).

EXEMPT FROM AFFIDAVIT OF PROPERTY VALUE PURSUANT TO A.R.S.11-1134, B-8.

Pursuant to ARS 33-404, Beneficiary's name and address under Trust No. 8747 is: Entrada Park Village, LC, an Arizona limited liability company, 11811 N. Tatum Blvd., #1060, Phoenix, AZ 85028.

Grantor hereby warrants and defends the title to the Property, as against all acts of the Grantor and no others, subject to the matters above set forth.

Dated: November 17, 2020.

"Grantor"

Gold Canyon Manors, L.C., an Arizona limited liability company

By: 


Robert C. Kennedy, its manager

Nob Hill Holdings, L.C., an Arizona limited liability company

By: 

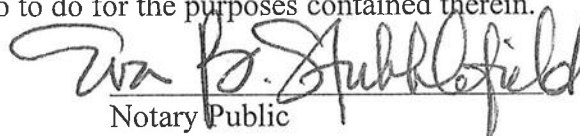
Robert C. Kennedy, its manager

Superstition North, L.C., an Arizona limited liability company

By: 
Robert C. Kennedy, its manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 17th day of November, 2020, by Robert C. Kennedy, the manager of (i) Gold Canyon Manors, L.C., an Arizona limited liability company, (ii) Nob Hill Holdings, L.C., an Arizona limited liability company and (iii) Superstition North, L.C., an Arizona limited liability company, who executed the foregoing on behalf of the companies, being authorized so to do for the purposes contained therein.


Notary Public

My Commission Expires:

4-4-23

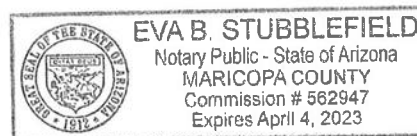


Exhibit "A "

FUTURE SUBDIVISION PARCEL 2A:

LOCATED WITHIN A PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE MONUMENT ACCEPTED AS THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, FROM WHICH A FOUND GENERAL LAND OFFICE MONUMENT ACCEPTED AS THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, THEREOF BEARS SOUTH 89°03'36" EAST, A DISTANCE OF 5426.03 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 30, SOUTH 89°03'36" EAST, A DISTANCE OF 2822.11 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 30, SOUTH 89°03'36" EAST, A DISTANCE OF 642.39 FEET;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 30, SOUTH 00°56'26" WEST A DISTANCE OF 986.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 90.78 FEET, WITH A RADIUS OF 1235.00 FEET AND THE RADIAL BEARING OF SOUTH 11°04'04" EAST AND A CENTRAL ANGLE OF 04°12'41";

THENCE, SOUTH 15°16'45" EAST A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 290.53 FEET, WITH A RADIUS OF 1165.00 FEET AND THE RADIAL BEARING OF SOUTH 15°16'45" EAST AND A CENTRAL ANGLE OF 14°17'18" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 40.37 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 92°30'50";

THENCE, SOUTH 57°55'07" WEST A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 40.37 FEET, WITH A RADIUS OF 25.00 FEET AND THE RADIAL BEARING OF SOUTH 57°55'07" WEST AND A CENTRAL ANGLE OF 92°30'50" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 300.21 FEET, WITH A RADIUS OF 1165.00 FEET AND A CENTRAL ANGLE OF 14°45'53";

THENCE, NORTH 49°21'35" WEST A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 91.41 FEET, WITH A RADIUS OF 1235.00 FEET AND THE RADIAL BEARING OF SOUTH 49°21'35" EAST AND A CENTRAL ANGLE OF 04°14'28";

THENCE, NORTH 51°52'11" WEST A DISTANCE OF 710.38 FEET;

THENCE, SOUTH 41°36'31" WEST A DISTANCE OF 88.65 FEET;

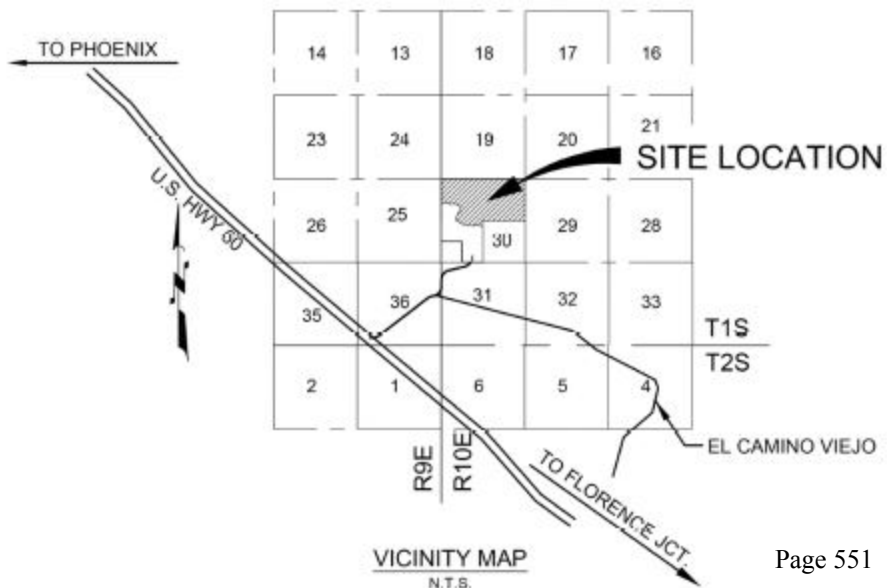
THENCE, NORTH $48^{\circ}23'29''$ WEST A DISTANCE OF 50.00 FEET;

THENCE, SOUTH $41^{\circ}36'31''$ WEST A DISTANCE OF 6.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 37.75 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $86^{\circ}31'18''$;

THENCE, NORTH $51^{\circ}52'11''$ WEST A DISTANCE OF 96.69 FEET;

THENCE, NORTH $41^{\circ}36'31''$ EAST A DISTANCE OF 1176.37 FEET TO THE POINT OF BEGINNING.





AGENDA ITEM

June 23, 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. 062321-RD20-117 accepting a Third Party Trust Assurance Agreement Trust No. 8746 associated with Entrada Del Oro Unit 2 Parcel 1B-2, Located in Section 30 Township 1 South, Range 10 East. Supervisor District #5. (Continued from February 3, 2021, Board Meeting and Tabled Indefinitely from February 21, 2021, Board Meeting) (RD20-117) (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		
6/11/2021 8:10 AM	County Attorney	Yes
6/11/2021 9:19 AM	Budget Office	Yes
6/11/2021 10:40 AM	County Manager	Yes
6/14/2021 10:23 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Resolution](#)

☐ [PM](#)

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 A THIRD PARTY TRUST ASSURANCE AGREEMENT (TRUST NO. 8746) FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH ENTRADA DEL ORO UNIT 2 -PARCEL 1B-2, LOCATED IN SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST SUPERVISORY DISTRICT 5

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the subdivider and recommended by the Director of Public Works; and

WHEREAS, provision has been made by law and ordinance whereby a subdivider shall provide financial security to assure completion of construction of all required public subdivision improvements in conformance with Pinal County standards and requirements; and

WHEREAS, Entrada Park Village, LC, the subdivider of Entrada Del Oro Unit 2 – Parcel 1B-2 has provided the Third Party Trust Assurance Agreement attached hereto as Exhibit A as such financial security.

NOW, THEREFORE, BE IT RESOLVED, by the Pinal County Board of Supervisors that the Third Party Trust Assurance Agreement attached hereto as Exhibit A is hereby approved and 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 _____ 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

EXHIBIT A
TO
RESOLUTION NO. _____

[Third Party Trust Assurance Agreement]

See following pages.

When recorded return to:

Clerk of the Board
P.O. Box 827
Florence, Arizona 85132

THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

This Assurance Agreement for Construction of Subdivision Improvements (this "Agreement") is made and entered into by, between and among Entrada Park Village, LC, an Arizona limited liability company ("Subdivider"); First American Title Insurance Company, a Nebraska corporation, as Trustee under Trust No. 8746, and not personally ("Trustee"); and PINAL COUNTY, ARIZONA ("County").

RECITALS

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust No. 8746, which is the legal owner of the land located in Pinal County, Arizona and identified in Exhibit "A" of this Agreement. (the "Land"). Exhibit "B" is a true and correct copy of Special Warranty Deed dated November ~~17~~, 2020, conveying the land into Trust No. 8746.

1.2 County, Subdivider and Trustee wish to establish specific terms, conditions and guidelines relating to the subdivision of the Land (the "Subdivision") and construction of related improvements to comply with A.R.S. § 11-821 and the Pinal County Subdivision Regulations, as amended from time to time ("Code").

1.3 Trustee and Subdivider have executed, as required by Trustee, a trust agreement separate from this Agreement intended to establish the subdivision trust that is referenced in this Agreement in a form reasonably satisfactory to County ("Trust Agreement").

AGREEMENT

Based on the foregoing Recitals and attached Exhibits, which are incorporated and made a part of this Agreement as if set forth in their entirety below and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

2.1. Property Description. The Land is all of the real property identified in Exhibit "A" attached hereto which is the subject of a subdivision plat identified as **Entrada Del Oro Unit 2—Parcel 1B-2** (the "Subdivision Plat").

2.2. Construction of Subdivision Improvements. As a condition of approval of the Subdivision Plat, Subdivider hereby agrees to construct all improvements contemplated by the Subdivision Plat and/or by the improvement plans for the Subdivision as heretofore, or as may be hereafter, provided by Subdivider to County, including, but not limited to: streets; sanitary

sewers (if necessary); water and electric utilities; drainage and flood control improvements; parks, trails or other recreational facilities; and any other improvement noted on the Subdivision Plat or required by the Code (collectively, the "Subdivision Improvements"). Once commenced, Subdivider will diligently work toward completing the Subdivision Improvements. Subdivider's obligation to complete the Subdivision Improvements arises as of the date of this Agreement, is independent of any obligations of County and is not conditioned upon the sale of any lots or improvements within the Subdivision. Nothing in this Agreement shall be construed as an undertaking by County or Trustee to install, to guarantee the installation of, or to indemnify any other party for or relating to the installation (or failure to install) of any of the Subdivision Improvements.

2.3. Existing Utilities. Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public or County. Subdivider's performance of this requirement shall be considered in determining whether to release assurances under Paragraphs 2.5 and 2.6.

2.4. Assurance of Construction. This Agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. §11-821 and the Code, as amended from time to time. Trustee and Subdivider shall also execute the Trust Agreement separate herefrom, intended to more fully implement the provisions hereof.

2.5. Limitation on Transfer of Title; Contracts for Sale. Except as otherwise provided in Paragraphs 2.7 and 2.8 hereof, Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance or Subdivider posting a substitute form of assurance acceptable to County. A Release of Assurance by the Board of Supervisors shall not be provided by County until the Subdivision Improvements are completed in accordance with this Agreement, the Code and particularly Paragraphs 2.10 and 2.11 (if applicable) hereof or Subdivider posts a substitute form of assurance acceptable to County for all Subdivision Improvements that have not then been completed. Either Trustee or Subdivider may enter into contracts for sale of portions of the Land, so long as such contracts clearly state that the conveyance of title to the real property involved is subject to obtaining a Release of Assurance as contemplated herein, and that no such contract can be consummated without obtaining such Release of Assurance. Trustee or Subdivider shall provide County with a copy of the form of the contract containing the disclosure referenced above.

2.6. Partial Release of Assurances. County shall issue up to three Releases of Assurance if both of the following have occurred:

A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with Paragraph 2.10; and

B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable).

2.7. Bulk Sales. For the purpose of this Paragraph 2.7, "Permitted Portion" means a discrete unit within the Subdivision which is contemplated to be sold in bulk sale to a single builder or other third-party developer prior to completion of on-site and off-site improvements thereon. Notwithstanding Paragraph 2.5, Trustee may sell and convey all or any Permitted Portion of the Land in one transaction to a single purchaser subject to all of the terms of this Agreement, the Code and the Subdivision Plat. Said purchaser shall, as to each such sale, enter into a new third-party trust assurance agreement with County, assuring completion of:

A. All of the Subdivision Improvements, if the sale involves all of the land;
or

B. The Subdivision Improvements relating to and located on the Permitted Portion so sold, together with any of the other Subdivision Improvements which, in County's judgment, are necessary to be completed so that the Permitted Portion can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable), if the sale involves a Permitted Portion.

2.8. Conveyance Out of Trust for the Purpose of Encumbrance. Notwithstanding Paragraph 2.5, Trustee may convey all or part of the Land to Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust; provided that the Land is thereafter immediately reconveyed into trust, and the only liens attaching by virtue of such deed process are the third party mortgages or deeds of trust described above; provided further that such mortgagee or beneficiary holding an encumbrance against all or any portion of the Land shall be subject to this Agreement (although such lienholder shall not be obligated to perform any of Subdivider's obligations, but such lien holder's rights shall be subordinated to all rights of County under this Agreement, including, but not limited to, the rights of abandonment, replat and all restrictions on the sale of lots). Except as otherwise set forth herein, nothing shall preclude any lender from enforcing the terms of its loan documents as against Subdivider and or against the Trust Agreement established by Subdivider pursuant to this Agreement.

2.9. Substitution of Assurances. Subdivider may submit substitute assurances as provided in a form and amount satisfactory to County and in compliance with the Code at any time during which Subdivider is not in default under this Agreement or under any other agreement with County related to the Land or its improvements.

2.10. Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider and accepted by County where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Board of Supervisors. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with all applicable and approved plans and after County has inspected them and finds them to be in compliance with the plans and applicable county ordinances and regulations, and the Subdivision Improvements are found acceptable in accordance with the terms of Paragraph 2.11 immediately below.

2.11. Acceptance of the Subdivision Improvements. County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:

- A. They have been completed in accordance with Paragraph 2.10;
- B. The dedication has been accepted by the Board of Supervisors as evidenced by subsequent approval by the Board of Supervisors of the dedication on the Subdivision Plat or by some other formal action; and
- C. All fees, including, without limitation, guarantee bonds and pavement finishing fees are paid, and all other necessary bonds or warranty assurances are posted.

2.12. County's Option to Abandon or Re-Plat Upon Default. At County's sole option, if Subdivider defaults in its obligations under this Agreement by failing to cause the Subdivision Improvements to be completed by Subdivider and accepted by County where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Board of Supervisors, County may abandon or re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the abandonment or re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. Subdivider hereby authorizes County to execute on behalf of Subdivider the abandonment or re-plat described in this Paragraph 2.12. The abandonment or re-plat may exclude any dedications to the public which were made on the Subdivision Plat and/or which are further deemed necessary to serve either portions of the Land which are not re-platted or which serve the public. County agrees that it shall not abandon the portion of the Subdivision Plat for which a Partial Release or Permitted Portion has been completed pursuant to Paragraph 2.6 or Paragraph 2.7 of this Agreement. Subdivider shall pay the reasonable costs incurred in the abandonment or re-platting. Notice mailed first class to the last known address of Subdivider, Trustee and/or any mortgagee or deed of trust beneficiary of which Subdivider has heretofore provided County written notice shall be given not less than thirty (30) days before County exercises its option to abandon or re-plat under this Paragraph 2.12.

2.13. Incorporation and Annexation.

A. Annexation. If the Land or any portion of the Land is annexed by a city or town, the city or town shall execute a consent to accept this Agreement in a form reasonably satisfactory to County within sixty (60) days of the annexation in order to succeed to all benefits and duties of County under this Agreement. If the consent to accept this Agreement is not signed within sixty (60) days of the annexation date, this Agreement shall terminate.

B. Incorporation. If the Land or any portion of the Land lies within a newly incorporated city or town, this Agreement shall remain in effect until sixty (60) days after County fulfills its statutory responsibilities prescribed under A.R.S. § 9-104. The city or town shall execute a consent to accept the Agreement in form reasonably satisfactory to County within sixty (60) days after County fulfills its statutory responsibilities under A.R.S. §9-104 in order to

succeed to all benefits and duties of County under this Agreement. If the consent to accept this Agreement is not signed within the prescribed timeframe, this Agreement shall terminate.

2.14. Termination. This Agreement shall remain in full force and effect until one of the following has occurred:

A. The Subdivision Improvements have been completed and accepted by County in accordance with Paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the County Recorder in accordance with Paragraph 2.5;

B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations;

C. The Land has been annexed or incorporated and the consent to accept the Agreement is not executed by the relevant city or town within the timeframes outlined in Paragraph 2.13 above;

D. County records the map of abandonment or replat of the Subdivision Plat referenced in Paragraph 2.12 above; or

E. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with Paragraph 2.9.

2.15 Subdivider's Notice of Changes. Subdivider agrees to provide written notice to County at least ten (10) calendar days before the occurrence of: a) a change of name, corporate identity or address of Subdivider or Trustee; b) intent to transfer, or a transfer of, title to the Subdivision by deed, contract or operation of law; c) the foreclosure of a lien against the Subdivision or any portion of the Subdivision; d) filing of a voluntary or involuntary petition of bankruptcy respecting Subdivider or affecting the Subdivision; or e) any other event that may materially and adversely affect the performance of Subdivider hereunder.

2.16 Sole Discretion. Unless otherwise provided specifically in the Code or this Agreement, County may act in its sole discretion and judgment in all particulars regarding this Agreement, the Land, the Subdivision Plat or any other item contemplated hereby.

2.17 Governing Law. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Agreement shall be commenced and remain in the Superior Court of the State of Arizona in and around the County of Pinal, Florence, Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

2.18 Cancellation. This Agreement is subject to cancellation by County in accordance with, and under the conditions set forth in, the provisions of A.R.S. §38-511.

2.19 Effective Date. This Agreement is effective on this ____ day of _____, 20__, which is the date of approval of this Agreement by the Pinal County Board of Supervisors.

PINAL COUNTY, ARIZONA

Entrada Park Village, LC, an Arizona limited liability company

Chairman of the Board

By: _____

ATTEST:

Name: _____

Title: _____

Clerk of the Board

APPROVED AS TO FORM:

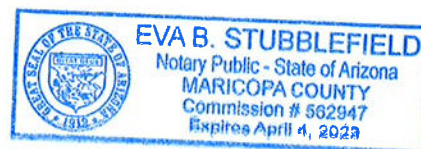
Deputy County Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this 17th day of Nov., 2020 by Robert Charles Kennedy as Manager of Entrada Park Village, LLC

Eva B. Stubblefield
Notary Public

My Commission Expires: 4-4-23



TRUSTEE: First American Title Insurance Company, a Nebraska corporation, as Trustee under **Trust No. 8746**, and not personally or in its corporate capacity

By: [Signature]
Its: Sr. Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this 20th day of January 2021, by Simon Barry of First American Title Insurance Company ("Trustee"), a Nebraska corporation, on behalf of the corporation, as trustee under Trust No. 8746.

[Signature]
Notary Public

My Commission Expires: 2-12-2024



Exhibit "A"

Property Description

Exhibit "A "

FUTURE SUBDIVISION PARCEL 1B-2:

LOCATED WITHIN A PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE MONUMENT ACCEPTED AS THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, FROM WHICH A FOUND GENERAL LAND OFFICE MONUMENT ACCEPTED AS THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, THEREOF BEARS SOUTH 89°03'36" EAST, A DISTANCE OF 5426.03 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 30, SOUTH 89°03'36" EAST, A DISTANCE OF 2251.35 FEET;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 30, SOUTH 00°00'00" EAST, A DISTANCE OF 907.95 FEET TO THE POINT OF BEGINNING;

THENCE, SOUTH 51°52'11" EAST A DISTANCE OF 710.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 91.41 FEET, WITH A RADIUS OF 1235.00 FEET AND THE RADIAL BEARING OF SOUTH 45°07'08" EAST AND A CENTRAL ANGLE OF 04°14'28";

THENCE, SOUTH 49°21'35" EAST A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 772.73 FEET, WITH A RADIUS OF 1165.00 FEET AND THE RADIAL BEARING OF SOUTH 49°21'35" EAST AND A CENTRAL ANGLE OF 38°00'12" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 358.14 FEET, WITH A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 10°15'36";

THENCE, NORTH 77°06'12" WEST A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 345.60 FEET, WITH A RADIUS OF 1930.00 FEET AND THE RADIAL BEARING OF NORTH 77°06'12" WEST AND A CENTRAL ANGLE OF 10°15'36" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 10.81 FEET, WITH A RADIUS OF 1235.00 FEET AND A CENTRAL ANGLE OF 00°30'06";

THENCE, NORTH 86°51'42" WEST A DISTANCE OF 5.00 FEET;

THENCE, NORTH 84°33'06" WEST A DISTANCE OF 115.75 FEET;

THENCE, NORTH 46°28'36" WEST A DISTANCE OF 70.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 16.46 FEET, WITH A RADIUS OF

25.00 FEET AND THE RADIAL BEARING OF NORTH 46°28'36" WEST AND A CENTRAL ANGLE OF 37°42'58" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 92.19 FEET, WITH A RADIUS OF 1405.00 FEET AND A CENTRAL ANGLE OF 03°45'34" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 630.29 FEET, WITH A RADIUS OF 2449.00 FEET AND THE RADIAL BEARING OF NORTH 01°30'01" EAST AND A CENTRAL ANGLE OF 14°44'46";

THENCE, NORTH 66°37'26" WEST A DISTANCE OF 50.00 FEET;

THENCE, SOUTH 23°22'34" WEST A DISTANCE OF 141.21 FEET;

THENCE, NORTH 66°37'26" WEST A DISTANCE OF 115.00 FEET;

THENCE, NORTH 23°22'34" EAST A DISTANCE OF 359.13 FEET;

THENCE, NORTH 11°07'34" EAST A DISTANCE OF 83.35 FEET;

THENCE, NORTH 38°07'49" EAST A DISTANCE OF 124.64 FEET;

THENCE, SOUTH 83°20'41" EAST A DISTANCE OF 10.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 60.01 FEET, WITH A RADIUS OF 50.00 FEET AND THE RADIAL BEARING OF SOUTH 83°20'41" EAST AND A CENTRAL ANGLE OF 68°46'02";

THENCE, NORTH 14°34'44" WEST A DISTANCE OF 31.12 FEET;

THENCE, NORTH 38°07'49" EAST A DISTANCE OF 136.32 FEET;

THENCE, NORTH 06°21'39" WEST A DISTANCE OF 90.75 FEET;

THENCE, NORTH 38°07'49" EAST A DISTANCE OF 309.80 FEET;

THENCE, CONTINUING ALONG SAID LINE, NORTH 38°07'49" EAST A DISTANCE OF 50.00 FEET;

THENCE, SOUTH 51°52'11" EAST A DISTANCE OF 94.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 37.75 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 86°31'18";

THENCE, NORTH 41°36'31" EAST A DISTANCE OF 6.08 FEET;

THENCE, SOUTH 48°23'29" EAST A DISTANCE OF 50.00 FEET;

THENCE, NORTH 41°36'31" EAST A DISTANCE OF 88.65 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED BY THE UNITED STATES OF AMERICA AS DISCLOSED IN PATENTS FROM THE STATE OF ARIZONA; AND

EXCEPT 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS AND FERTILIZERS OF EVERY NAME AND DESCRIPTION TOGETHER WITH ALL URANIUM AND THORIUM AND EXCEPT ALL

MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

Exhibit "B"

Special Warranty Deed



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

DATE/TIME: 11/18/2020 1121
FEE: \$30.00
PAGES: 5
FEE NUMBER: 2020-119631

When recorded return to:
First American Title Insurance Company
PO Box 85023
Phoenix, AZ 85072

NCS: 1010277

SPECIAL WARRANTY DEED

For valuable consideration, receipt of which is hereby acknowledged, Entrada Park Village, LC, an Arizona limited liability company ("Grantor"), conveys to First American Title Insurance Company, a Nebraska corporation, as Trustee under Trust No. 8746, and not personally ("Grantee"), the real property situated in Pinal County, Arizona, as described in the attached Exhibit "A", which is incorporated by this reference, together with all appurtenant rights and privileges (collectively, the "Property").

SUBJECT TO: All non-delinquent taxes and other assessments, reservations in patents, reserved water rights, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record in the official records of Pinal County, Arizona, and such facts as would be disclosed by inspection or accurate ALTA survey of the Property (including all optional Table A items).

EXEMPT FROM AFFIDAVIT OF PROPERTY VALUE PURSUANT TO A.R.S.11-1134, B-8.

Pursuant to ARS 33-404, Beneficiary's name and address under Trust No. 8746 is: Entrada Park Village, LC, an Arizona limited liability company, 11811 N. Tatum Blvd., #1060, Phoenix, AZ 85028.

Grantor hereby warrants and defends the title to the Property, as against all acts of the Grantor and no others, subject to the matters above set forth.

Dated: November  2020.

"Grantor"

Entrada Park Village, LC, an Arizona limited liability company

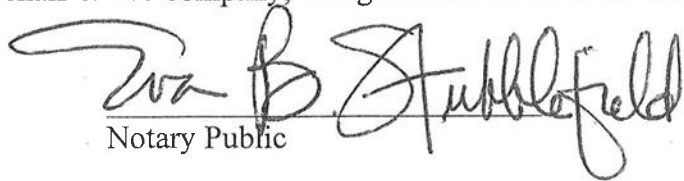
By:



Robert C. Kennedy, its manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 17th day of November, 2020, by Robert C. Kennedy, the manager of Entrada Park Village, LC, an Arizona limited liability company, who executed the foregoing on behalf of the company, being authorized so to do for the purposes contained therein.


Notary Public

My Commission Expires:

4 - 4 - 23

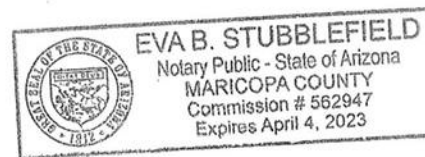


Exhibit "A "

FUTURE SUBDIVISION PARCEL 1B-2:

LOCATED WITHIN A PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE MONUMENT ACCEPTED AS THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, FROM WHICH A FOUND GENERAL LAND OFFICE MONUMENT ACCEPTED AS THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 10 EAST, THEREOF BEARS SOUTH 89°03'36" EAST, A DISTANCE OF 5426.03 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 30, SOUTH 89°03'36" EAST, A DISTANCE OF 2251.35 FEET;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 30, SOUTH 00°00'00" EAST, A DISTANCE OF 907.95 FEET TO THE POINT OF BEGINNING;

THENCE, SOUTH 51°52'11" EAST A DISTANCE OF 710.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 91.41 FEET, WITH A RADIUS OF 1235.00 FEET AND THE RADIAL BEARING OF SOUTH 45°07'08" EAST AND A CENTRAL ANGLE OF 04°14'28";

THENCE, SOUTH 49°21'35" EAST A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 772.73 FEET, WITH A RADIUS OF 1165.00 FEET AND THE RADIAL BEARING OF SOUTH 49°21'35" EAST AND A CENTRAL ANGLE OF 38°00'12" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 358.14 FEET, WITH A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 10°15'36";

THENCE, NORTH 77°06'12" WEST A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 345.60 FEET, WITH A RADIUS OF 1930.00 FEET AND THE RADIAL BEARING OF NORTH 77°06'12" WEST AND A CENTRAL ANGLE OF 10°15'36" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 10.81 FEET, WITH A RADIUS OF 1235.00 FEET AND A CENTRAL ANGLE OF 00°30'06";

THENCE, NORTH 86°51'42" WEST A DISTANCE OF 5.00 FEET;

THENCE, NORTH 84°33'06" WEST A DISTANCE OF 115.75 FEET;

THENCE, NORTH 46°28'36" WEST A DISTANCE OF 70.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 16.46 FEET, WITH A RADIUS OF

25.00 FEET AND THE RADIAL BEARING OF NORTH 46°28'36" WEST AND A CENTRAL ANGLE OF 37°42'58" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 92.19 FEET, WITH A RADIUS OF 1405.00 FEET AND A CENTRAL ANGLE OF 03°45'34" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 630.29 FEET, WITH A RADIUS OF 2449.00 FEET AND THE RADIAL BEARING OF NORTH 01°30'01" EAST AND A CENTRAL ANGLE OF 14°44'46";

THENCE, NORTH 66°37'26" WEST A DISTANCE OF 50.00 FEET;

THENCE, SOUTH 23°22'34" WEST A DISTANCE OF 141.21 FEET;

THENCE, NORTH 66°37'26" WEST A DISTANCE OF 115.00 FEET;

THENCE, NORTH 23°22'34" EAST A DISTANCE OF 359.13 FEET;

THENCE, NORTH 11°07'34" EAST A DISTANCE OF 83.35 FEET;

THENCE, NORTH 38°07'49" EAST A DISTANCE OF 124.64 FEET;

THENCE, SOUTH 83°20'41" EAST A DISTANCE OF 10.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 60.01 FEET, WITH A RADIUS OF 50.00 FEET AND THE RADIAL BEARING OF SOUTH 83°20'41" EAST AND A CENTRAL ANGLE OF 68°46'02";

THENCE, NORTH 14°34'44" WEST A DISTANCE OF 31.12 FEET;

THENCE, NORTH 38°07'49" EAST A DISTANCE OF 136.32 FEET;

THENCE, NORTH 06°21'39" WEST A DISTANCE OF 90.75 FEET;

THENCE, NORTH 38°07'49" EAST A DISTANCE OF 309.80 FEET;

THENCE, CONTINUING ALONG SAID LINE, NORTH 38°07'49" EAST A DISTANCE OF 50.00 FEET;

THENCE, SOUTH 51°52'11" EAST A DISTANCE OF 94.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 37.75 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 86°31'18";

THENCE, NORTH 41°36'31" EAST A DISTANCE OF 6.08 FEET;

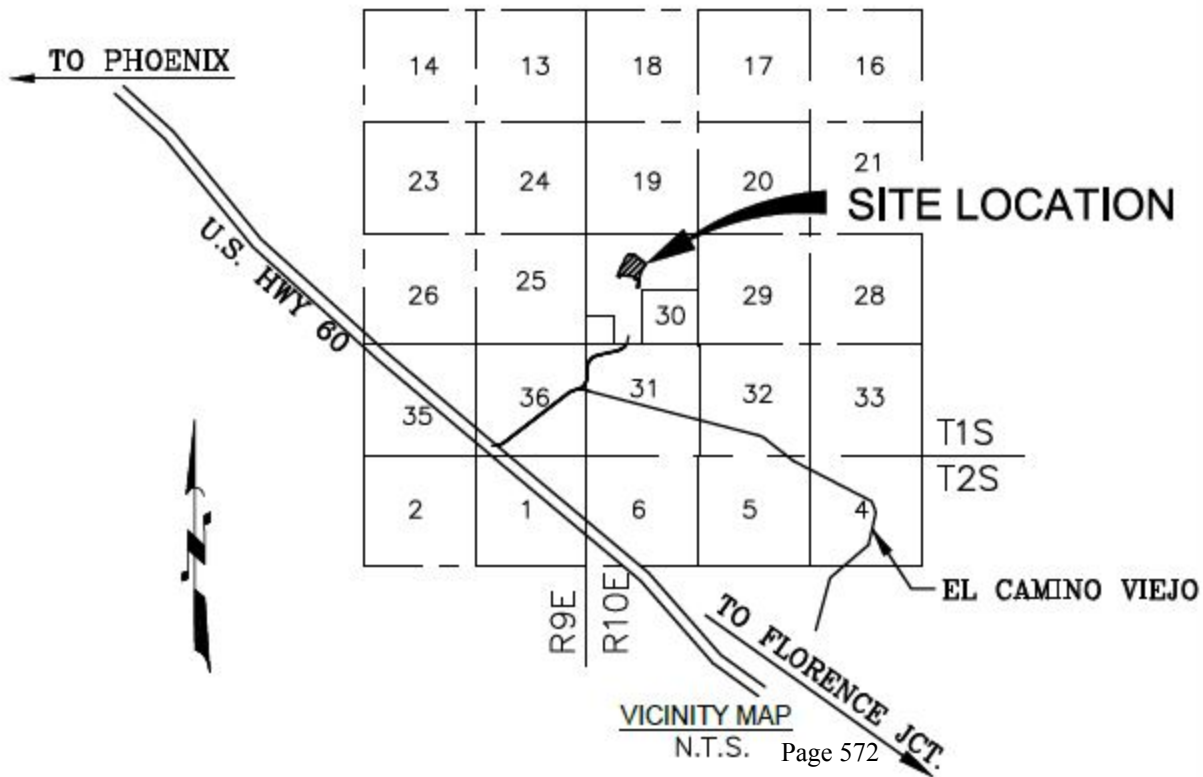
THENCE, SOUTH 48°23'29" EAST A DISTANCE OF 50.00 FEET;

THENCE, NORTH 41°36'31" EAST A DISTANCE OF 88.65 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED BY THE UNITED STATES OF AMERICA AS DISCLOSED IN PATENTS FROM THE STATE OF ARIZONA; AND

EXCEPT 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS AND FERTILIZERS OF EVERY NAME AND DESCRIPTION TOGETHER WITH ALL URANIUM AND THORIUM AND EXCEPT ALL

MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.





AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 144

Dept. #:

Dept. Name:

Director: Archie Carreon

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Lease between Equatorial Investments, LLC (landlord) and Pinal County (tenant) at 1821 N. Tre kell Road, Casa Grande, AZ for a term of 8 months for various County departments while their permanent facilities on Cottonwood are being renovated. Supervisor District #3. (GA20-055) (Archie Carreon)

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 aren't any expected performance impacts associated with this agenda item

MOTION:

Approved as present

History	Who	Approval
Time		
6/11/2021 8:57 AM	County Attorney	Yes
6/11/2021 9:18 AM	Budget Office	Yes
6/11/2021 10:38 AM	County Manager	No
6/11/2021 10:49 AM	Public Works	Yes
6/11/2021 11:00 AM	County Attorney	Yes
6/15/2021 11:43 AM	Budget Office	Yes
6/16/2021 12:00 PM	County Manager	Yes
6/16/2021 2:27 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download	
<input type="checkbox"/>	Lease
<input type="checkbox"/>	PM

**TENANT CONTACT INFORMATION****BUSINESS INFORMATION***Date: 6/9/21*Business Name: PINAL COUNTY*Business Address: 1821 N. TREKELL*Suite/Unit #: 8City: Casa GrandeTenant Contact: Archie CarreonTitle: Director Facilities*E-mail: _____ *Business Phone: 520-866-6416Cell: 520-251-2247

Alternate communication for statements and financially related correspondence if desired.

BILLING CORRESPONDENCESame as Business Contact ☐Billing Contact: Hattie SturgillTitle: Director Facilities*Billing Address (if different): PO Box 1348*Billing E-mail: hattie.sturgill@pinal.gov*Billing Phone: 520-866-6914

After business hours contact for emergencies that may arise with the property.

EMERGENCY CONTACT INFORMATIONSame as Business Contact ☒*#1 Emergency Contact: John Espinoza*Phone/Cell: 520-705-0687

E-mail: _____

#2 Emergency Contact: Daniel CosillosPhone/Cell: 520-483-3298E-mail: Daniel.Cosillos@pinal.gov

Security Company Name: _____

Phone: _____

Alarm Company Name: _____

Phone: _____

* Denotes mandatory response fields

WELCOME TO:

v 1821 NORTH TREKELL v

YOUR NEW ADDRESS IS: 1821 N. Trekell Road, Suite 8, Casa Grande, Arizona 85122

BELOW IS A LIST OF ITEMS WE HOPE WILL MAKE YOUR MOVE EASIER:

POST OFFICE/MAIL DELIVERY: Contact the LOCAL Post Office in your City (i.e. Tempe, Chandler, Mesa, Scottsdale) at 1-800-ASK-USPS. **PLEASE NOTIFY US IF YOUR MAILING ADDRESS IS DIFFERENT FROM THE LEASED ADDRESS.**

ELECTRICITY: (520) 421-8400 **YOU MUST HAVE THE ELECTRICITY TRANSFERRED INTO YOUR NAME.**

It is your responsibility as Tenant to make these arrangements and provide ELECTRICITY, GAS, (if applicable) AND PHONE/DATA SERVICES access to the Leased Premises. Please make arrangements with your Agent to pick up the key for any work scheduled prior to occupancy.

KEYS TO THE PREMISES: Once Tenant has provided Landlord with proof of insurance and paid the first months rent and security deposit, Tenant will be given keys to the Leased Premises. If Tenant requires immediate access, all monies owed should be paid in certified funds. Tenant will not be given keys until Tenant's check has cleared, or account has been paid in certified funds.

Tenant may, at Tenant's option, have the leased Premises re-keyed. If the Premises are re-keyed, Tenant should provide Landlord with a key to be kept for emergency purposes only.

INSURANCE

Must give to your Insurance Agent in order for your Insurance to be correct.

1. You will need to have a CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE in order to receive keys to your Premises.
2. If using the Acord form 25, PLEASE use the updated form of **2016/03 or LATER.**
3. THE NAME OF THE INSURED MUST MATCH THE NAME ON THE LEASE EXACTLY
4. Please indicate the leased address: **1821 N. Trekell Road, Suite 8 Casa Grande, AZ, 85122** in the DESCRIPTION OF OPERATIONS BOX.
5. Lessor/Landlord is to be listed as the Certificate holder as referenced below:

EQUATORIAL INVESTMENTS, LLC (LESSOR)

AND

J & J COMMERCIAL PROPERTIES, INC.(PROPERTY MANAGEMENT)

2323 W. University Drive

Tempe, AZ 85281

6. Include a copy of the **ADDITIONAL INSURED POLICY ENDORSEMENT WITH THE CERTIFICATE.**

D. INSURANCE INFORMATION: FROM LEASE DOCUMENT

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ~~ownership~~, use, occupancy or maintenance of the Premises ~~and all areas appurtenant thereto~~. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide" or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's ~~gross negligence or~~ willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground Lessor, partners and Lenders, from an against any and all claims, loss of rents and/or damages, liens, judgments, penalties, reasonable attorneys' and reasonable consultants' fees, reasonable expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractor, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **FAILURE TO PROVIDE INSURANCE.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee **DOES NOT MAINTAIN THE REQUIRED INSURANCE** and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, **the Base Rent shall be automatically increased, without any requirement for notice to Lessee, BY AN AMOUNT EQUAL TO 10% OF THE THEN EXISTING BASE RENT OR \$100.00 PER MONTH, WHICHEVER IS GREATER.** The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

***** A NOTIFICATION ENDORSEMENT IS REQUIRED THEREBY PROVIDING NOTIFICATION TO THE ADDITIONALLY INSURED.**

EMERGENCIES: Please post an emergency phone number in your front window, along with the name and number of your security service, should you have one.

Your property manager is LAUREL ROHLOFF. Her direct contact is (480) 966-1863.

THANK YOU



AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD MULTI-TENANT OFFICE LEASE - NET

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only MAY 19, 2021, is made by and between EQUATORIAL INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Lessor") and PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain portion of the Project (as defined below), known as Suite Number(s) 8 floor(s), consisting of approximately 3,556 rentable square feet and approximately 3,556 useable square feet ("Premises"). The Premises are located at: 1821 N. TREKELL ROAD, in the City of CASA GRANDE, County of PINAL, CITY OF CASA GRANDE, State of ARIZONA, with zip code 85122. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 18,894 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** IN COMMON unreserved and -0- reserved vehicle parking spaces at a monthly cost of \$ -0- per unreserved space and \$ -0- per reserved space. (See Paragraph 2.6)

1.3 **Term:** ZERO (0) years and EIGHT (8) months ("Original Term") commencing JULY 1, 2021 ("Commencement Date") and ending FEBRUARY 28, 2022 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** UPON EXECUTED LEASE, PAID FUNDS & RECEIPT OF CERTIFICATE OF LIABILITY INSURANCE ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$3,086.49 + CAO per month ("Base Rent"), payable on the FIRST day of each month commencing JULY 1, 2021. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph

1.6 **Lessee's Share of Operating Expenses:** EIGHTEEN 82/100 percent (18.82 %) ("Lessee's Share"). Lessee's Share has been calculated by dividing the approximate rentable square footage of the Premises by the total approximate square footage of the rentable space contained in the Project and shall not be subject to revision except in connection with an actual change in the size of the Premises or a change in the space available for lease in the Project.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** \$3,086.49 for the period JULY 1-31, 2021

(b) **Operating Expenses:** \$1,413.51 for the period JULY 1-31, 2021

(c) **Security Deposit:** \$4,603.50 ("Security Deposit"). (See also Paragraph 5)

(d) **Parking:** \$-0- for the period

(e) **Other:** \$103.50 for CASA GRANDE RENTAL TAX @2.3%

(f) **Total Due Upon Execution of this Lease:** \$9,207.00

1.8 **Agreed Use:** GENERAL OFFICE USE (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☐ represents Lessor exclusively ("Lessor's Broker");

☐ represents Lessee exclusively ("Lessee's Broker"); or

☒ J&J COMMERCIAL PROPERTIES, INC. (TOBY CAMPBELL/SARGE GLENN) represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of 4,500.00 (1 month) or % of the total Base Rent for the brokerage services rendered by the Brokers).

1.11 **Guarantor.** The obligations of the Lessee under this Lease shall be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 6:00AM a.m. to 9:00PM p.m., Mondays through Fridays (except Building

Holidays) and 6:00AM a.m. to 9:00PM p.m. on Saturdays and Sundays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and

1.13 Lessor Supplied Services. Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following:

- ☒ Janitorial services
☒ Electricity
☐ Other (specify): _____

1.14 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 50 through 56 ;
☐ a plot plan depicting the Premises;
☒ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☒ other (specify): DUAL AGENCY DISCLOSURE

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements comprising the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") in effect on the Start Date. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date that on which the Base Rent is due, an amount equal to 144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time.; If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any

unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expenses) shall be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 **Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of all Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) **"Operating Expenses"** include all costs incurred by Lessor relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, including, but not limited to, the following:

(i) The operation, repair, and maintenance in neat, clean, safe, good order and condition, of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, lessees or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost to replace equipment or capital components such as the roof, foundations, or exterior walls, the cost to replace a Common Area capital improvement, such as the parking lot paving, elevators or fences, and/or the cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3. Provided however, that if such equipment or capital component has a useful life for accounting purposes of 5 years or more that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair, and/or replacement of Common Area improvements and equipment.

(b) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses incurred during the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated

to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

4.4 **Rental Taxes.** In addition to Base Rent and Common Area Operating Expenses, Lessee shall pay to Lessor each month an amount equal to any rental taxes, gross receipts taxes, transaction privilege taxes, sales taxes, or similar taxes ("Rental Taxes") levied on the Base Rent then due or otherwise assessed in connection with the rental activity. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12

times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any improvements with the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas. ~~Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.~~

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) Definitions. The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) Ownership. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) Removal. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) Surrender; Restoration. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (a)(iv)). Said costs shall include increases in the premiums resulting from additional coverage

related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 40 2 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, REASONABLE attorneys' and REASONABLE consultants' fees, REASONABLE expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee

Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Services Provided by Lessor. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 Services Exclusive to Lessee. Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 Hours of Service. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 Excess Usage by Lessee. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 Interruptions. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and nonfixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and

against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guarantee and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice OR ANY LONGER NOTICE PERIOD SPECIFIED IN THIS LEASE, (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule of the Brokers in effect at the time of the execution of this Lease.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter

designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) ~~THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.~~

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty and a duty to protect and promote the Lessor's interests. **To the Lessee and Other Parties:** A duty to deal fairly with the Lessee and other parties to the transactions. To All Parties. A duty to disclose in writing any information known to the agent materially affecting the consideration to be paid by any Party or the value or desirability of the property. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty and a duty to protect and promote the Lessee's interests. **To the Lessor and Other Parties:** A duty to deal fairly with the Lessor and other parties to the transaction. To All Parties. A duty to disclose in writing any information known to the agent materially affecting the consideration to be paid by any Party or the value or desirability of the property. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty and a duty to protect and promote the interest of both Parties in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; NonDisturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 **NonDisturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**NonDisturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement

from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **SelfExecuting.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, allotment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee. In addition, Lessor shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Lessee waives any charges for damages or injuries or interference with Lessee's property or business in connection therewith.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may at any time place on the Premises any ordinary "**For Sale**" signs and Lessor may during the last 6 months of the term hereof place on the Premises any ordinary "**For Lease**" signs. Lessee shall not place any sign upon the Project without Lessor's prior written consent.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association for use in State of Arizona.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations.**

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's

expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. **Mediation and Arbitration of Disputes.** An Addendum requiring the Mediation and/or the Arbitration of disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION

SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN ARIZONA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

Note: If either Party to this Lease is a married individual, both spouses may need to execute this Lease in order to bind the marital community.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____ Executed at: _____
On: _____ On: _____

By LESSOR:

By LESSEE:

EQUATORIAL INVESTMENTS, LLC,
A NEVADA LIMITED LIABILITY COMPANY

PINAL COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF ARIZONA

By: _____
Name Printed: J&J COMMERCIAL PROPERTIES, INC.
Title: _____

By: _____
Name Printed: STEPHEN Q. MILLER
Title: CHAIRMAN OF THE BOARD

By: _____
Name Printed: _____

By: _____
Name Printed: NATASHA KENNEDY

Title: _____	Title: CLERK OF THE BOARD OF SUPERVISORS _____
Address: C/O J&J COMMERCIAL PROPERTIES, INC. _____	Address: P.O.BOX 827 _____
2323 W. UNIVERSITY DRIVE _____	135 N. PINAL STREET, FLORENCE, AZ 85132 _____
TEMPE, AZ 85281 _____	
Telephone: (480) 966-2301 _____	Telephone: (520) 866-6068 _____
Facsimile: (480) 966-2307 _____	Facsimile: () _____
Federal ID No. _____	Federal ID No. _____

LESSOR'S BROKER:

J&J COMMERCIAL PROPERTIES, INC. _____

Attn: TOBY CAMPBELL _____

Title: _____

Address: 2323 W. UNIVERSITY DRIVE _____

TEMPE, AZ 85281 _____

Telephone: (480) 966-2301 _____

Facsimile: (480) 966-2307 _____

Federal ID No. _____

LESSEE'S BROKER:

J&J COMMERCIAL PROPERTIES, INC. _____

Attn: SARGE GLENN _____

Title: _____

Address: 2323 W. UNIVERSITY DRIVE _____

TEMPE, AZ 85281 _____

Telephone: (480) 966-2301 _____

Facsimile: (480) 966-2307 _____

Federal ID No. _____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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ADDENDUM "1"
TO THAT LEASE AGREEMENT DATED MAY 19, 2021
BY AND BETWEEN
EQUATORIAL INVESTMENTS, LLC,
A NEVADA LIMITED LIABILITY COMPANY (AS LESSOR)
AND
PINAL COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA,(AS LESSEE)

50. Rental Schedule.

July 1, 2021 – February 28, 2022 = \$3,086.49 + CAO E* + Rental Tax** Monthly

*Current Common Area Operating Expenses (CAOE) are \$1,413.51 per month and are subject to change.

**Rental tax for Casa Grande is currently 2.3% and is subject to change.

51. Common Area Operating Expenses (CAOE).

Lessee shall pay its proportionate share of normal building operating expenses. Operating expenses shall be calculated as if the building were 100% occupied. Lessee shall have the annual right to audit Lessor's operating expenses.

Furthermore, Lessor represents and warrants that all mechanical, electrical, and plumbing components servicing the Premises are in good working condition. Lessor shall be responsible for the repair and replacement of any such items for the life of the original lease.

Rent Payments. #090

Please be advised that if you mail in a paper check for your rent, we may choose to convert your paper check into an electronic funds transfer (EFT). This process transfers funds from your account to our account rather than processing your check. By sending your check to us, you authorize us to use the account information on your check to make an EFT from your account for the same amount as the check. In the event that we do process your payment as an EFT, you will not get your check back from your bank with your cancelled checks. You will see a debit processed in the name of J & J Commercial Properties, Inc., for the amount of your written check. We will keep your check for the number of days required by law and then shred it to be sure that your personal information is protected.

Should Lessee prefer paper checks, the initial Cashier's check and all subsequent checks should be made payable to **EQUATORIAL INVESTMENTS, LLC**, and addressed and delivered to:

EQUATORIAL INVESTMENTS, LLC
c/o J&J Commercial Properties, Inc.
2323 W. University Drive
Tempe, Arizona 85281

53. Option to Renew Lease.

The Lessee shall have the option to renew the lease for One (1) additional term(s) of up to Five (5) months, on a month-to-month basis, at a fixed rate of \$4,500.00 (Base + CAO E)per month + Rental tax, provided that the Lessee is not in default of any terms or covenants of said lease at the time option is exercised; and the Lessee shall give notice in writing to the Lessor by certified Mail/Return Receipt Requested, of Lessee's intention to exercise said option at least three (3) months prior to the expiration of the Lease term and prior to the expiration of any subsequent terms.

54. Tenant Improvements.

Lessee accepts the Leased Premises in an "AS IS" condition with everything in good working order.

Lessee, at Lessee's sole cost and expense, shall perform their own tenant improvements and furniture installations.

55. Signage.

Lessee, at Lessee's sole cost and expense, shall be allowed monument signage on both sides of the monument sign, if applicable and as available, and building mounted signage in accordance with City of Casa Grande sign code. Lessee shall obtain Lessor's PRIOR written approval prior to any sign installation. All signage permits are the sole responsibility of the Lessee.

56. Parking.

In common with all Lessees, on a first come- first served basis.

Should any discrepancy exist between this Addendum and the Lease or any prior agreement, the terms and conditions of this Addendum shall prevail.

LESSOR:

EQUATORIAL INVESTMENTS, LLC,
A NEVADA LIMITED LIABILITY COMPANY
c/o J & J Commercial Properties, Inc.
2323 W. University Drive
Tempe, AZ 85281
(480) 966-2301

LESSEE:

PINAL COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF ARIZONA
P.O. Box 827
135 N. Pinal Street
Florence, AZ 85132
(520) 866-66068

By: _____
J & J Commercial Properties, Inc.,
Authorized Agent
Date: _____

By: _____
Stephen Q. Miller, Chairman of the Board

Date: _____

By: _____
Natasha Kennedy, Clerk of the Board of Supervisors

Date: _____

EXHIBIT "A"

BUILDING RULES AND REGULATIONS

TREKELL PROFESSIONAL OFFICES

1. Tenant shall not obstruct any sidewalks, exits, entrances, loading areas, or the parking lot of the Building. The sidewalks, exits, entrances, loading areas, and parking lot are not for the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable and prudent judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants; provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building without Landlord's consent.

2. Plumbing fixtures shall be used only for their designated purpose, and no foreign substances of any kind shall be deposited therein (except for ordinary cleaning agents). Damage to any such fixture resulting from misuse by Tenant or any employee or invitee of Tenant shall be repaired at the expense of Tenant.

3. Nails, screws and other attachments to the Building require prior written consent from Landlord. However, Tenant has the right to use nails, screws and other attachments to hang pictures, shelves and other similar fixtures and items except as provided in the Lease.

4. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects, if such objects are considered necessary by Tenant, as determined by Landlord, shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

5. Movement in or out of the Building of furniture, office equipment, or other bulky material which requires the use of the Building sidewalks, loading areas and parking lot shall be restricted to hours established by Landlord, and all such movement shall be under Landlord's supervision. Tenant shall assume all risks of damage and pay the cost of repairing or providing compensation for damage to the Building, to articles moved and injury to persons or public

Initials

resulting from such moves. Landlord shall not be liable for any acts or damages resulting from any such activity.

6. No birds or animals of any kind shall be brought into or kept in, on or about the Leased Premises.

7. No cooking shall be done in the Leased Premises except in connection with convenience lunch rooms or beverage service for employees and guests (on a non-commercial basis) in a manner which complies with all the provisions of the Lease and which does not produce fumes or odors.

8. Food, soft drink or other vending machines for Tenant and its invitees may be placed within the Leased Premises without Landlord's prior written consent.

9. Tenant shall not use or keep on its Leased Premises any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities reasonably necessary for the operation and maintenance of office equipment.

10. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Leased Premises, except for Tenant's own and separately metered heat pumps. Landlord shall make adjustments in thermostats on call from Tenant.

11. Landlord will furnish Tenant with a number of keys equal to a ratio of 1 key for every 1,000 square feet of leased space within the Building. No additional locks are allowed on any door of the Leased Premises without Landlord's prior written consent. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to the Leased Premises, and give to Landlord the combination of all locks for safes and vault doors, if any, in the Leased Premises.

12. Landlord retains the right, without notice or liability to any tenants, to change the name of the Building.

13. Canvassing, peddling, soliciting, and distribution of handbills in the Building are prohibited and each tenant will cooperate to prevent these activities.

14. The Building hours of operation are (excluding holidays):

7:30 a.m. to 7:00 p.m., Monday through Friday
7:30 a.m. to 2:00 p.m., Saturday

15. Landlord reserves the right to rescind any of these rules and regulations and to make future reasonable rules and regulations required for the safety, protection, and maintenance of the Building, the operation and preservation of good order thereof, and the protection and comfort of the tenants and their employees and visitors. Such rules and regulations, when made and written notice given to Tenant, shall be binding as if originally included herein.

16. In the event of a conflict between the terms of these Building Rules and Regulations and the terms of the Lease, the terms of the Lease in all events shall govern.

LESSEE:
PINAL COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF ARIZONA
P.O. Box 827
135 N. Pinal Street
Florence, AZ 85132
(520) 866-6068

By: _____
Stephen Q. Miller, Chairman of the Board
Date: _____

By: _____
Natasha Kennedy, Clerk of the Board of Supervisors
Date: _____

Initials



INFORMED CONSENT TO LIMITED DUAL REPRESENTATION

Seller/Landlord ("SELLER"): EQUATORIAL INVESTMENTS, LLC Buyer/Tenant ("BUYER"): PINAL COUNTY

FIRM NAME ("BROKER"): J&J Commercial Properties, Inc. SUBJECT PROPERTY: 1821 N. TREKELL ROAD, SUITE 8, CASA GRANDE, AZ 85122

Dual Representation/Agency is a mutual agreement among the Seller/Landlord and Buyer/Tenant (the "Parties"), that either the Listing Broker or one or more Licensees of the Listing Broker will advise both Parties in the sale or lease of a specific property. While Dual Representation can afford the Parties certain advantages, there is also risk in a Dual Representation.

In the normal course of events, the Licensee working with either the Seller/Landlord or Buyer/Tenant may suggest certain tactics or stratagems that may advance the interests of one party over the other. In a Dual Representation, that same Licensee (or another of the Broker's Licensees) may then advise the other party as to how to respond, in turn suggesting other tactics or stratagems that may advance the interests of the responding party. However, in a Dual Representation, Broker and Broker's Licensees will zealously protect the confidences of both Parties, and in no circumstances will any suggested tactics or stratagems betray any confidential information shared by either party. While the Parties might perceive that such suggestions to opposing Parties might work to their disadvantage, in fact both Parties retain their full rights to direct the actions of the Broker (or Broker's Licensees), including the unilateral right to cancel the transaction.

The intent of this disclosure is to acknowledge and grant the Parties' mutual consent to Broker's efforts to assist both Parties in identifying and obtaining the best attainable results for each party, while simultaneously protecting their interests and confidences. If you are not comfortable with this disclosure, you are encouraged to obtain separate representation in this transaction.

Consent: Seller/Landlord and Buyer/Tenant consent that Broker, acting through the Licensee(s) below, will represent both parties.

☐ Licensee(s): _____ who, through the Broker, represent(s) both the Buyer and Seller, or

☒ Two Licensees: TOBY CAMPBELL who, through the Broker, represent(s) the Seller;

And; SARGE GLENN who, through the Broker, represent(s) the Buyer.

The Broker now represents both Parties equally but separately. Both Parties understand that Broker or Broker's Licensee(s) may advise each party separately as to how best to proceed with negotiations, subject to the restrictions delineated below, even though such advice may be perceived to be disadvantageous to the opposing party. Both Parties understand that Broker or Broker's Licensee(s) will work actively and equally for each party, with no bias toward either party, to help each party obtain the best attainable, mutually-satisfactory outcome from negotiations between the Parties.

The Licensee or each Licensee represents both Parties with limitations of the duties owed to the Parties. The Licensee(s) will not, without written authorization, disclose to the other party that Seller/Landlord will accept a price/terms other than stated in the listing, or that the Buyer/Tenant will accept a price/terms other than offered. There will be inherent conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization. This does not relieve each Licensee of any legal obligation to disclose all know facts, which materially and adversely affect the value of the property. The Licensee(s) are obligated at all times to deal honestly with all parties, and exercise reasonable skill and care in the performance of their duties. The duties of the Licensee(s) do not relieve the Seller/Landlord or Buyer/Tenant from the responsibility to protect their own interests.

The Broker shall be paid pursuant to separate agreement(s). The Parties understand this Consent does not replace prior agreements entered into with Broker and such agreements shall remain in effect. However, to the extent that the terms of this Consent contradict or conflict with the terms of prior agreements, this Consent shall supersede. If the Parties do not enter into a contract relating to the Subject Property or if the transaction between the Parties fails to close, the Parties agree that this Consent is terminated, and the Parties shall have no further rights or obligations pursuant to this Consent. The Parties agree to indemnify and hold Broker harmless against any and all claims, damages, losses, expenses or liabilities including attorneys' fees and costs incurred by Broker in any defense thereof arising from Broker's role of limited representation.

**THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE THOROUGHLY READ, UNDERSTOOD AND APPROVED THIS CONSENT
AND ACKNOWLEDGE RECEIPT OF A COPY THEREOF.**

Seller/Landlord Signature: _____
Date

Buyer/Tenant Signature: _____
Date

Seller/Landlord Signature: _____
Date

Buyer/Tenant Signature: _____
Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION HEREIN
(IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY)



AGENDA ITEM

June 23, 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 Intergovernmental Agreement between the City of Maricopa and Pinal County to transfer operation and equipment of the Maricopa Family Advocacy Center to Pinal County effective July 1, 2021. (Kent Volkmer)

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

City of Maricopa has agreed to pay all utilities and lease payments for the remaining lease period which expires September 2022. In addition, the City has agreed to fund one FTE position for one fiscal year. Operation will be intergraded with Pinal County's two existing Family Advocacy Centers administered by the Pinal County Attorney's Office.

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

MOTION:

History	Who	Approval
Time		
6/11/2021 1:34 PM	County Attorney	Yes
6/14/2021 8:49 AM	Grants/Hearings	Yes
6/15/2021 11:45 AM	Budget Office	Yes
6/16/2021 11:32 AM	County Manager	Yes
6/16/2021 2:27 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Maricopa - Pinal FACIGA](#)

**INTERGOVERNMENTAL AGREEMENT
FOR THE MARICOPA FAMILY ADVOCACY CENTER
BETWEEN PINAL COUNTY AND CITY OF MARICOPA**

This INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is entered into this _____ day of _____, 2021, by and between **PINAL COUNTY**, a political subdivision of the State of Arizona (“**Pinal**”) and the **CITY OF MARICOPA**, a municipal corporation of the State of Arizona (“**Maricopa**”) for the management and control of the Maricopa Family Advocacy Center. **Pinal** and **Maricopa** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Maricopa presently operates the Maricopa Family Advocacy Center to provide victims of violence and neglect services through a collaboration of connected professionals (“**FAC**” or “**Facility**”); and

WHEREAS, the Parties desire to improve the quality, efficiency, and breadth of investigative and abuse-victim aid services to citizens served by the Parties and it is economically and operationally advantageous for the Parties to house a multi-disciplinary team dedicated to investigating, prosecuting and providing services to victims of sexual and physical abuse routinely stemming from drug/alcohol or domestic violence situations; and

WHEREAS, the Parties believe that to increase the quality, efficiency, and breadth of investigative and abuse-victim aid services to citizens, management and oversight of the FAC shall be transferred from Maricopa to Pinal which operates similar facilities throughout Pinal County; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 *et seq.*

AGREEMENT

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

I. PURPOSE AND INTENT

The purpose of this Agreement is to transfer the operation, maintenance and staffing of the FAC from Maricopa to Pinal.

II. MUTUAL OBLIGATIONS

A. Under this Agreement **Pinal** agrees to:

- 1.** Manage the day-to-day operations, programming and services of the Facility for use by Pinal, Maricopa and other related agencies;
- 2.** Provide all staff, labor, programming and services necessary for the facility’s day-to-day use and operation as a family advocacy center, unless otherwise agreed to by the Parties, including doctors, nurses, therapists, as deemed necessary by Pinal;
- 3.** Provide all required maintenance for equipment conveyed from Maricopa to Pinal.

4. If the FAC remains at the current location after September 30, 2022, Pinal shall pay all rent and utility payments, maintenance, repair or modification costs necessary to meet and continue to meet applicable facility standards and requirements of Pinal at the FAC beginning October 1, 2022 and continuing thereafter until the termination of this Agreement.

However, if the FAC is relocated to a different facility/location at any time prior to October 1, 2022, then Pinal shall pay all rent and utility payments, maintenance, repair or modification costs of the new location/facility payments when such rent and utility payments, maintenance, repair or modification costs are incurred and continuing thereafter until the termination of this Agreement;

5. If feasible, provide Maricopa with a minimum of sixty (60) days' notice of anticipated relocation of the FAC. In the event that Pinal relocates the FAC, Pinal shall return the current location of the FAC to its prior condition—normal wear, tear and use excepted—within thirty (30) days after such relocation. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Pinal relocate the FAC outside the city limits of Maricopa for at least ten (10) years from the execution of this Agreement. The obligations under this Section II.A.5 shall survive the termination of this Agreement; and

B. Under this Agreement Maricopa agrees to:

1. Provide continuous access to the FAC, at the current location;
2. Convey all equipment, or suitable replacements, currently in use at the FAC prior to July 1, 2021, as described in **Exhibit "A"** attached hereto, at no cost to Pinal;
3. Allow use of CCTV DVR, software and video cameras, desk phones, computers and monitors while Pinal utilizes the current Facility.
4. Pay all rent and utilities for the FAC for the remainder of the lease, through September 30, 2022, or when the Facility is relocated, whichever is sooner. City shall not be liable for any rent or utility payments on or after September 30, 2022 unless otherwise agreed to by the Parties;
5. Reimburse Pinal for the salary and benefits of one victim advocate from the date the individual is hired by Pinal through June 30, 2022;
6. Provide the City of Maricopa internet connection, currently in use at the FAC, with access to Pinal County's datacenter. After Pinal vacates the current Facility, Maricopa will retain the network switch, wireless access point, badging system panel, CCTV DVR and software, desk phones, computers, and monitors; and
7. In coordination with Pinal, assign to Pinal or terminate all agreements for services currently being provided to or at the FAC.

C. Open Communications. Pinal and Maricopa shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Exhibit "B"**) to ensure the agreed upon facilities and services are provided and maintained throughout the term of this Agreement. Parties shall maintain open communication and cooperation regarding any needs arising out of this Agreement.

III. EFFECTIVE DATE AND DURATION

- A. Initial Term.** Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 1st day of July, 2021 and shall remain in effect until the 30th day of June, 2022 ("Initial Term"). After the expiration of the Initial Term, the Agreement shall automatically

renew for successive one (1) year terms (each a “Renewal Term”), unless terminated in accordance with this Agreement.

B. Termination. Either Party may terminate this Agreement by providing ninety (90) days advance written notice of intent to terminate to the other Party as set forth in Section IX.A below.

1. Upon termination of this Agreement, if the FAC is still in its current location, Pinal agrees to remove any and all Pinal equipment and materials no later than thirty (30) days after termination.
2. Each Party agrees to return any and all equipment and/or materials in its control or possession to the owner-Party no later than thirty (30) days after termination.
3. If the FAC is still in its current location, Pinal agrees to return the Facility to its prior condition—normal wear, tear and use excepted—within sixty (60) days after termination.

IV. SUPERVISION

Pinal shall have sole supervisory authority over Pinal personnel, operations, services and materials; and Maricopa shall have sole supervisory authority over Maricopa personnel, operations, services and materials unless otherwise agreed to by the Parties.

V. EQUIPMENT AND MATERIALS

Except as provided herein, 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 and incidental, or on an emergency basis.

VI. MODIFICATION

This Agreement shall not be modified or extended except by a mutually signed written agreement.

VII. 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 for the duration of this Agreement. Each Party shall obtain and maintain at its own expense, during the entire term of this Agreement, the following type(s) and amounts of insurance:

- A. Commercial General Liability in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property damage;
- B. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- C. Worker's Compensation coverage, including employees' liability coverage, as required by law.

VIII. 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. If applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

- B.** In the event that a claim, arising from or relating to the activities provided in this IGA, 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.
- C.** The obligations under Section VIII shall survive the termination of this Agreement.

IX. MISCELLANEOUS

- A. NOTICES:** Except as otherwise provided in this Agreement, all notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Maricopa: City of Maricopa
39700 W Civic Center Plaza
Maricopa, AZ 85138
Attn: City Manager

with Copy to: City of Maricopa
39700 W. Civic Center Plaza
Maricopa, AZ 85138
Attn: City Attorney

If to Pinal: Pinal County
31 N. Pinal Street
Florence, AZ 85132
Attn: County Manager

with Copy to: Pinal County Attorney's Office
30 N. Florence St.
Florence, AZ 85132
Attn: County Attorney

- 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. 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 regarding the management and operations of the FAC. 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.
- G. 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.
- H. 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.
- I. 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.
- J. COMPLIANCE WITH CIVIL RIGHTS:** 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.
- K. 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.
- L. 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.

- M. 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.
- N. 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.
- O. 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.
- 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.

(signatures on following page)

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

City of Maricopa

Pinal County

By: _____

Christian Price
Mayor

By: _____

Stephen Q. Miller
Chair, Board of Supervisors

Date: _____

Date: _____

Attest: _____

CITY CLERK

Attest: _____

CLERK OF THE BOARD

By: _____

James Hughes, Chief of Police

By: _____

Kent Volkmer, Pinal County Attorney

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____

Denis M. Fitzgibbons,
City Attorney

By: _____

Rodney States
Deputy County Attorney

EXHIBIT A

Item	Model	Serial Number	Estimate
Whirlpool Washer	WTW4616FW2	C90423355	\$554
Whirlpool Dryer	WED4616FW0	M90101761	\$544
Everest Refrigeration	ESR2	BSR218070013	\$3176.62
Konica Minolta (copy machine)	FS-536	A87GWYE00651	\$2900
Whirlpool refrigerator	WRT111SFDW04	VS84693453	\$549
Emerson 900watt microwave	MW9255B	801002028MM	\$79
Canon Camera	CMIT-2015DJ5226	CCAB15LP4150T4	\$483
Vital Signs Monitor	M3A	260760-M18A08590082-01	\$3227
Surgical Examination light	JD1500	M060618GZQ-03010	\$198
Ritter brand exam bed	224-002	V2072680	\$5617
Dry-fast swab dryer	unknown	unknown	\$240
Centrifuge XC-1000		C&AT710206058	\$209
Brewer Access exam table	5000/5001		\$1714
Healthweigh Rice lake scale	H150-10-5	090318C179041	\$395
Brother brand printer	HL-31C	U63478E6J466276	\$150
Epson scanner	J381A	X2HJ087301	\$329
Samsung TV	40 inch		\$150
Brother brand printer	MFC-9330CDW	U63480G8J967662	\$1191
Epson	J341A	SQWZ126632	\$344
(4) Madison Park gray FI chairs			\$1800
(2) Ashley furniture one drawer night stand			\$200
(2) L-shape desks		HLSLR2442LSWLSWGT1	\$400
(2) gray colored desks			\$600
(2) Dark blue lobby chairs			\$800
(2) light colored lobby chairs			\$400
Lobby Desk			\$200
Lobby couch			\$300
Office desk			\$200
L-shaped desk in volunteer's area			\$200

*The above list is only an estimate, the items with model numbers were researched online to obtain an estimated price. The items without model numbers were given an estimate based on similar items online which were comparable by size and features.

EXHIBIT B
Point of Contact

If to the City of Maricopa:

Pam O'Neal
Detective
Maricopa Police Department
39675 W. Civic Center Plaza
Maricopa, AZ 85138
P: 520-251-3446
E: Pamela.ONeal@maricopa-az.gov

If to Pinal County:

Melody Lenhardt
Family Advocacy Center Manager
Pinal County Attorney's Office
P.O. Box 887
Florence, AZ 85132-0887
P: (520) 866-7029
E: melody.lenhardt@pinal.gov



AGENDA ITEM

June 23, 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 authorizing the County Attorney and retained outside counsel to file a complaint on behalf of Pinal County and join the Multi-District Opioid litigation in the Federal Court, Cleveland, Ohio. (Chris Keller/Kent Volkmer)

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
6/16/2021 11:37 AM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: County Attorney

Director: Kent Volkmer

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of proposed settlement of property tax valuation appeal case number TX2020-001085, pending in the Arizona Tax Court, and authorization of counsel to execute all documents necessary to finalize settlement. (Chris Keller/Douglas Wolf)

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

The proposed settlement reduces the full cash value of the property which is the subject of the appeal. This in turn reduces the property tax liability of the Plaintiff.

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

The proposed settlement makes the full cash value of the property more equitable with surrounding property values and more closely approximates the market value of the property for the tax valuation year, which is required by the Arizona Constitution and Arizona State law.

MOTION:

Approve as presented.

History	Who	Approval
Time		
6/10/2021 9:50 AM	County Attorney	Yes
6/10/2021 10:41 AM	Grants/Hearings	Yes
6/10/2021 11:06 AM	Budget Office	Yes
6/11/2021 10:42 AM	County Manager	Yes
6/14/2021 12:33 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Settlement Letter](#)



OFFICE OF THE PINAL COUNTY ATTORNEY
Kent Volkmer
Pinal County Attorney

June 9, 2021

James R. Nearhood
NEARHOOD LAW OFFICES, PLC
7537 East McDonald Drive
Scottsdale, Arizona 85250-6062
jrn@nearhoodlaw.com

Re: *TX2020-001085 Eagle Shadow, LLC*

This letter is written in accordance with Rule 408 of the Arizona Rules of Evidence and is not admissible in any court proceeding or pleading filed with the court in this matter.

Dear Mr. Nearhood:

The Pinal County Assessor's Office has reviewed the information in the above-referenced matter and has authorized us to make the following conditional settlement recommendation ("Recommendation"): The Assessor's Office will reduce the aggregate full cash value and limited property value of Pinal County parcel numbers for the 2021 tax year as shown below:

Parcel Number	Current FCV	Current LPV	Proposed FCV	Proposed LPV
502-42-002B	\$2,048,550	\$2,048,550	\$940,000	\$940,000
502-43-003B	\$ 384,563	\$ 384,563	\$180,000	\$180,000
510-49-002B	\$2,634,275	\$2,634,275	\$910,000	\$910,000

This Recommendation is conditioned upon review and approval by the Board of Supervisors, A.R.S. § 11-251(14), and is void in the event the Board of Supervisors does not give its approval.

This Recommendation is also subject to the following terms and conditions:

1. The limited property value of the foregoing Pinal County Assessor Parcel Numbers will be calculated pursuant to the applicable statutes.

2. Plaintiff must pay timely, and in full, all taxes as billed which become due prior to entry of judgment. Plaintiff's timely compliance with all applicable administrative and judicial filing deadlines for the subject tax parcel for the subject tax years is required.
3. In the event Plaintiff has paid less than 100% of the 2021 tax year taxes, Plaintiff's refund will be limited and equal to that percentage of the 2021 tax year taxes that it paid, plus statutory interest.
4. After entry of judgment, the Treasurer's Office will calculate the amount of a tax refund, if any, with interest thereon at the legal rate as provided in A.R.S. § 42-16214(A)(3).
5. All refunds will first be applied to any unpaid/delinquent property taxes, interest and penalties on the property.
6. Each party will bear its own attorneys' fees and costs.
7. Plaintiff waives any and all other claims it may have with respect to the assessment, valuation, classification and taxation of the subject property for the 2021 tax year, including, but not limited to, claims pursuant to A.R.S. § 42-11005 and claims pursuant to A.R.S. §§ 42-16251 to 42-16258.
8. This settlement recommendation is the product of compromise and dispute resolution and it may not be used for any purpose other than those stated herein.
9. Subject to the exceptions provided by A.R.S. § 42-16002, the subject property's reduced full cash value for the 2021 tax year, as determined by this settlement, will be its full cash value for the following tax year, unless the full cash value as determined by the Assessor for the following tax year is determined to be lower, in which case the full cash value shall be that lower value. However, nothing in this paragraph shall operate as a waiver of any existing appeal rights.

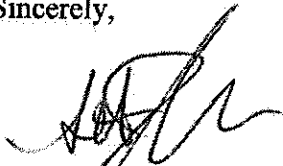
This Recommendation will remain open for twenty (20) calendar days from the date of this letter, unless withdrawn earlier in writing. The terms and conditions of this Recommendation may only be agreed to in whole which will authorize its submission to the Pinal County Board of Supervisors.

If this Recommendation meets with your client's approval, please sign the Authorization on the last page of this letter, and return both letter and authorization to our office. Upon receipt of that Authorization, we will prepare this matter for presentation to the Board of Supervisors for its review and approval. If the Board of Supervisors approves this Recommendation, we will contact you about lodging a judgment.

James Nearhood
TX2020-001085
June 9, 2020
Page 3 of 4

Should you have any questions, please feel free to contact me. We hope that this matter will be amicably resolved.

Sincerely,

A handwritten signature in black ink, appearing to read 'SMJ', with a large, sweeping flourish extending to the right.

Scott M. Johnson
Deputy County Attorney

SMJ/lw
cc: Pinal County Assessor's Office

James Nearhood
TX2020-001085
June 9, 2020
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AUTHORIZATION

My client, *Eagle Shadow, LLC* agrees with the terms and conditions of the proposed conditional settlement recommendation and authorizes its submission to the Pinal County Board of Supervisors.

DATED this 9 day of June, 2021.

By: 

James R. Nearhood
NEARHOOD LAW OFFICE
Attorney for Plaintiff



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 23

Dept. #: TBD

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the High Intensity Drug Trafficking Area (HIDTA) Wanted agreement, grant number HT-21-2945A, between the City of Tucson, and the County of Pinal, through the Pinal County Sheriff's Office in the amount of \$18,000. The funds will be used for Overtime. The budget appropriation will be included in the FY 21/22 fiscal year budget. 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		
Time	Who	Approval
6/8/2021 2:43 PM	County Attorney	Yes
6/9/2021 10:27 AM	Grants/Hearings	Yes
6/10/2021 10:42 AM	Budget Office	Yes
6/10/2021 10:51 AM	County Manager	Yes
6/10/2021 3:33 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- ☐ [BOS Grant Approval Form - HIDTA Wanted HT-21-2945A](#)
- ☐ [HIDTA Wanted Award No. HT-21-2945A](#)



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 _____



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): **G21SA0007A**

COT Grant Number **HT-21-2945A**

This Grant Agreement is made this **1ST day of January 2021** by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Pinal County Sheriff's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2021** and terminate on **December 31, 2022**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Arizona Warrant Apprehension Network Targeted Enforcement Detail (AZ WANTED)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

**City of Tucson
ATTN: Business Services
Police Satellite Office (Finance)
Tucson Police Department
270 S. Stone Ave.
Tucson, Arizona 85701-1917**

B. If to the GRANTEE:

Pinal County Sheriff's Office
PO Box 867
Florence, AZ 85132
Attention: Mark Lamb, Chief of Police
And Anthony Smith, Chairman, Pinal County Board of Supervisors

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$0.00
Fringe Benefits	\$0.00
Overtime	\$18,000.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment	\$0.00
TOTAL	\$18,000.00
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - January 6, 2020.

Link: Electronic Code of Federal Regulations: <http://www.ecfr.gov>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – January 6, 2020, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
April 1 - 30	May 25	October 1 - 31	November 25
May 1 - 31	June 25	November 1 - 30	December 25
June 1 - 30	July 25	December 1 - 31	January 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 21 of this Agreement pertaining to disputes, which are subject to arbitration.
23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

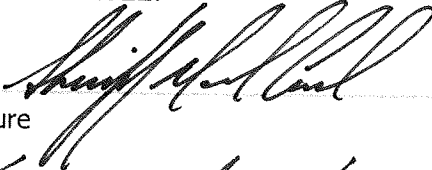
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24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency or entity, this paragraph does not apply.
25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 182.
30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
35. The Grantee certifies that no federal funds will be paid, by or on behalf of, 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 for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
38. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature 

05/24/2021
Date

Printed Name and Title
SHERIFF MARK LAMB

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**


CONFIDENTIAL FUNDS CERTIFICATION

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/ is not** authorized to disburse confidential funds.

Grant Number: **HT-21-2945A**

Date: 05/24/2021

Signature: 
Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

-
5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
 6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
 7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
 8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

- a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
- b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
- c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
- d. Agreement with cooperating individual.
- e. Receipt for P/I.
- f. Copies of all debriefing reports (except for the Headquarters case file).
- g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
- h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT
AWARD NUMBER (FAIN): G21SA0007A
COT GRANT NUMBER: HT-21-2945A**

BOARD OF SUPERVISORS

Stephen Q. Miller, Chairman

DATE: _____

ATTEST

Natasha Kennedy, Clerk

DATE: _____



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 203

Dept. #: 2402089

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the funding increase received for Award Agreement No. NCHIP-18-20-003 between the Arizona Criminal Justice Commission (ACJC), and the Pinal County Sheriff's Office, through the Pinal County Board of Supervisors, for \$15,480. The grant will be used for overtime pay and EREs. Award end date extended from December 31, 2020 to December 31, 2021. The acceptance requires an amendment to the FY 20/21 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 203 (Sheriff's Grants) to increase revenue and expenditure appropriations. The appropriation also includes a participant match of \$1,720 from the Sheriff's Office General Fund budget. (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		
6/10/2021 10:57 AM	County Attorney	Yes
6/10/2021 11:07 AM	Grants/Hearings	Yes
6/10/2021 11:28 AM	Budget Office	Yes
6/11/2021 10:33 AM	County Manager	Yes
6/11/2021 11:20 AM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

<input type="checkbox"/>	BOS Grant Approval Form-ACJC NCHIP GAN 6
<input type="checkbox"/>	ACJC NCHIP Award No 2018-20-003 GAN 6
<input type="checkbox"/>	Budget Appropriation GAN 6
<input type="checkbox"/>	ACJC NCHIP Award No 2018-20-003



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 _____

Grant Adjustment Notice (GAN)

Date 5/20/2021 Status PM Approved Adjustment Number 6

Grant Number NCHIP-18-20-003 CFDA Number 16.554 Grantee Manager Andrea Kipp

Grantee Name and Address

Andrea Kipp
 Pinal County Sheriff's Office (None) ()
 971 N Jason Lopez Circle Building C
 Florence, AZ 85132

Project Title

Automating Arrest Records

Adjusted Grant Award Amount

Previous Award Amount	\$272,165.00
Grant Award Amount Adjustment	\$17,200.00
New Grant Award Amount	\$289,365.00

Adjusted Grant Period

Start Date	1/1/2019	Current End Date	12/31/2021	New End Date	12/31/2021
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Budget Adjustment

Category	Current Budget Amount	Requested Budget Change	Adjusted Budget Amount
Personnel (Full Time/Part Time)	\$0.00	\$0.00	\$0.00
Personnel (Overtime)	\$228,133.00	\$12,351.00	\$240,484.00
Personnel (ERE)	\$44,032.00	\$4,849.00	\$48,881.00
Consultant/Contractual Services	\$0.00	\$0.00	\$0.00
Travel (In State)	\$0.00	\$0.00	\$0.00
Travel (Out of State)	\$0.00	\$0.00	\$0.00
Confidential Funds	\$0.00	\$0.00	\$0.00
Operating Expenses (Supplies)	\$0.00	\$0.00	\$0.00
Operating Expenses (Registration/Training)	\$0.00	\$0.00	\$0.00
Operating Expenses (Other)	\$0.00	\$0.00	\$0.00
Equipment Purchases (Capital)	\$0.00	\$0.00	\$0.00
Equipment Purchases (Non-Capital)	\$0.00	\$0.00	\$0.00
Total	\$272,165.00	\$17,200.00	\$289,365.00

Justification

MODIFIED LETTER-OVER EXPENDED FUNDING OF \$17,200.00 AND REQUESTING
NCHIP FUNDING TO COVER COST

ACJC Comments

Needs further detail added

Prepared By:

Andrea Kipp

Approved By Grant Coordinator:

Ashley Mully (6/3/2021)

Approved By:

ANDREA KIPP

Approved By Program Manager:

Marc Peoples (6/7/2021)

**Arizona Criminal Justice Commission
National Criminal History Improvement Program
Grant Agreement No. NCP 18-20-003
Grant Adjustment No. 6**

BOARD OF SUPERVISORS

Stephen Q. Miller, Chairman

DATE: _____

ATTEST

Natasha Kennedy, Clerk

DATE: _____

APPROVED AS TO FORM:

Deputy County Attorney

DATE: _____

**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	6/23/2021	<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
203		2402089		421000	\$45,000	\$15,480	\$60,480
203		2402089	2401018	460002	\$5,000	\$1,720	\$6,720
213		3311003		457990	\$1,463,980	(\$15,480)	\$1,448,500
							\$0
							\$0
Insert rows above this line and copy New Revised Budget formula down							
Net Source Adjustment						\$1,720	

Uses (Expenditures, Transfers Out, etc....)							
Fund		Cost Center	Sub Ledger	Object Code	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
203		2402089		511130	\$41,655	\$14,320	\$55,975
203		2402089		512010	\$3,187	\$1,095	\$4,282
203		2402089		512020	\$5,090	\$1,750	\$6,840
203		2402089		512070	\$68	\$35	\$103
10		2401018	2402089	560002	\$5,000	\$1,720	\$6,720
10		2401018		520011	\$15,000	(\$1,720)	\$13,280
213		3311003		599500	\$1,463,980	(\$15,480)	\$1,448,500
Insert rows above this line and copy New Revised Budget formula down							
Net Use Adjustment						\$1,720	

Net Change	\$0
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Prepared by: Linda Martinez ext. 5144	Date: 6/8/2021
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Explanation:	Budget Appropriation for Arizona Criminal Justice Commission (NCHIP) Grant Agreement # NCP 18-20-003, Grant Adjustment No. 6 between Arizona Criminal Justice Commission and Pinal County thru the Pinal County Sheriff's Office, to increase award by \$17,200 and increase the match by \$1,720. Match to be paid out of Sheriff's Adult Detention Budget (2401018). Award Period: January 01, 2019 thru December 31, 2021. Federal Funds CFDA #: 16.554
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TYPE OF REQUEST:

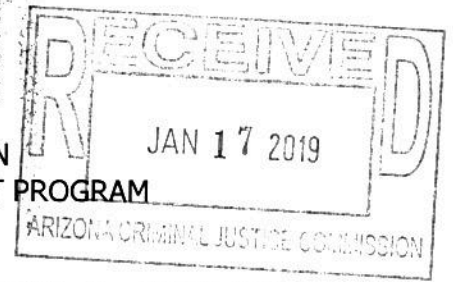
- ☐ Transfer within same Cost Center
☐ Transfer between Cost Centers within same Fund
☒ Transfer between Funds or Transfer In/Out adjustments
☒ Transfer from/to of Reserve/Contingency (e.g., new grant, change in special revenue projection, new projec
☐ Change in Fund Balance Appropriation

For Budget Office Use Only

BUDGET OFFICE APPROVAL BY: _____ DATE: _____	COUNTY MANAGER APPROVAL BY: _____ DATE: _____	POSTED BY: _____ DATE: _____
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ARIZONA CRIMINAL JUSTICE COMMISSION
NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM
GRANT AGREEMENT



ACJC Grant Number NCP 18-20-003
Catalog of Federal Domestic Assistance (CFDA) Number 16.554

This Grant Agreement is made this 1st day of January 2019 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and PINAL COUNTY, through PINAL COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2019 and terminate on December 31, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Pinal County Sheriff's Office
 971 N Jason Lopez Circle Building C
 Florence, AZ 85132
 Attn: **Sheriff Mark Lamb**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$0.00
Fringe Benefits (for salaries/overtime)*	\$44,032
Overtime	\$228,133
Professional & Outside/Consultant & Contractual Services	\$0.00
Travel In-State	\$0.00
Travel Out-of-State	\$0.00
Confidential Funds	\$0.00
Operating Expenses:	
Supplies	\$0.00
Registration/Training	\$0.00
Other	\$0.00
Equipment	
Capital	\$0.00
Noncapital	\$0.00
TOTAL	\$272,165
Positions Funded:	
Administration Supervisor, Senior Administration, Administrative Specialist, HR Tech, Account Tech Senior, Administrative Assistant, Account Tech, Impound Officer	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$244,949 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP). If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$ 27,217.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or

are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and

supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

FINANCIAL REPORTS	
Report Period:	Due Date:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

*If a GRANTEE agency wishes to report monthly financial reports, GRANTEE must notify the COMMISSION.

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.

Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

- V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the

State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting

of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
42. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide.
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018 <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.

Link: *OJP Training Guide Principles for Grantees and Subgrantees*

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2017-RU-BX-K019 awarded by the Bureau of Justice Statistics, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

54. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organizations" (the "PFBONO Regulation"). The PFBONO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded

program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFBONO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>

55. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

56. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
57. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
58. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

59. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: <http://www.azcjc.gov/grants>

60. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

61. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/about-niem/grant-funding>

62. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

63. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

64. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

65. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

66. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
67. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
68. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
69. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
70. GRANTEE acknowledges 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. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
71. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
73. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

74. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
75. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
76. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
77. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
78. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
79. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
80. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
81. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

SPECIAL CONDITION(S)

1. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements—whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621 and/or 42 U.S.C. 379a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

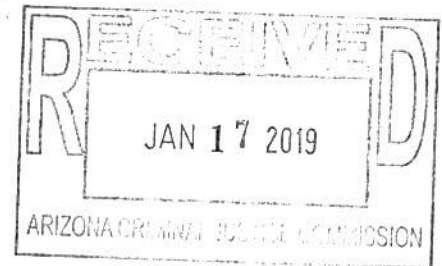
2. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
3. Recipient is or will be following a comprehensive strategy for information sharing systems to improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole. Further, the strategy must be developed in consultation with State and local officials with emphasis on the recommendation of officials whose duty it is to oversee, plan, and implement integrated information technology systems, and contain-- (a) a definition and analysis of integration in the State and localities developing integrated information sharing systems; (b) an assessment of the criminal justice resources being devoted to information technology; (c) State and local resource needs; (d) Federal, State, regional, and local information technology coordination requirements; and (e) statewide priorities for planning and implementation of information technology systems.
4. In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the grantee agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating state. It is expected that the evaluation will have a minimal impact on state program personnel and resources.

5. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
6. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
7. GRANTEE agrees that if any criminal justice information systems developed, designed, implemented or upgraded with these grant funds will be compatible, where applicable with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS) that will conform to the American National Standards Institute (ANSI standard data format for interchange of fingerprint information (ANSI/NIST-CLS-I-1993), National Sex Offender Registry, National Protective Order file, and other reporting standards of the FBI, and applicable statewide or regional criminal justice information sharing standards and plans.
8. GRANTEE has or intends to establish a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.
9. GRANTEE agrees that projects supported with these funds will coordinate with federal, state and local homeland security and pre-sale of firearms checks as appropriate.
10. GRANTEE agrees that no employee funded with this Grant will work more than ten (10) Hours overtime, per week, per Bureau of Justice Assistance (BJA) Guidelines.
11. GRANTEE agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.
12. GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all grant expenditures.
13. GRANTEE acknowledges that ninety-percent of total reported funds will be reimbursed per financial reporting period.
14. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)"

(2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.


- 15.** GRANTEE agrees that protective order systems developed with these funds will be designed to permit interface with the National Protective Order file maintained by the FBI.

Authorized Official Initials: ML




IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

 11/27/18
Authorized Signatory Date

MARK LAMB - SHERIFF
Printed Name and Title

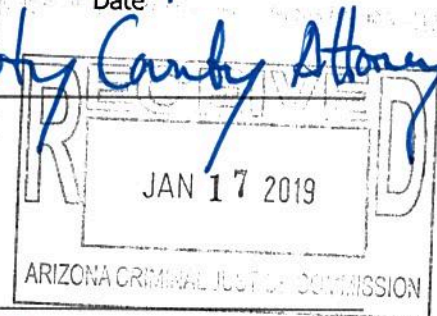
Approved as to form and authority to enter into Agreement:

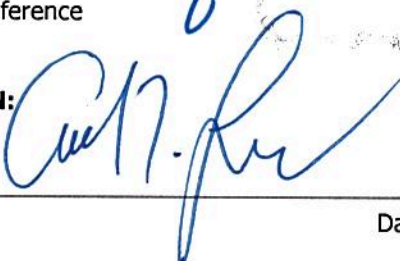
 12/31/2018
Legal counsel for GRANTEE Date

Rodney Stabes, Deputy County Attorney
Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R.S. §§ 11-951 et. seq.
Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

 1/17/19
Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission



**ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT**

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**Arizona Criminal Justice Commission
National Criminal History Improvement Program
Grant Agreement No. NCP 18-20-003**

BOARD OF SUPERVISORS



Todd House, Chairman



DATE: January 9, 2019

ATTEST



Natasha Kennedy, Clerk

DATE: January 9, 2019



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 2600164

Dept. #: 39

Dept. Name: Court Administration

Director: Hon. Stephen F. McCarville

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Pinal County Superior Court accepting FY2022 funding from the Judicial Collection Enhancement Fund awarded by the Administrative Office of the Courts. This project is used to enhance the ability of court automated projects that are likely to improve case processing and the administration of justice. There is no agreement to sign as this is an on going program created by statute. (David Tascoe/Todd Zweig)

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

This project will be used to supplement the FY2022 costs of the Arizona Courts Automation Project. These funds were included in the FY2022 budget planning for the Superior Court and will not require a budget amendment.

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

This project is used to enhance the ability of court automated projects that are likely to improve case processing and the administration of justice.

MOTION:

Approve as presented

History	Who	Approval
Time		
6/11/2021 1:37 PM	County Attorney	Yes
6/14/2021 9:43 AM	Grants/Hearings	Yes
6/15/2021 11:43 AM	Budget Office	Yes
6/15/2021 1:02 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Grant approval 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 _____

From: [Mariani, Annette](#)
To: [McMurry, Jacqueline](#)
Cc: [McCarville, Stephen F.](#); [Tascoe, David](#)
Subject: GPT#2211J001 - FY22 - LJCEF - ACAP Costs
Date: Friday, June 11, 2021 9:54:58 AM

June 11, 2021

Ms. Jackie McMurry
Budget Analyst
Superior Court in Pinal County
971 N. Jason Lopez Circle, Bldg. A
Florence, AZ 85132

RE: FY22 Local Judicial Collection Enhancement Fund (JCEF)
Grant Application: FY22 ACAP Costs

GPT# 2211J001

Amount Requested: \$84,460.00
Amount Approved: \$84,460.00

Dear Ms. Jackie McMurry:

The Administrative Office of the Courts (AOC) has approved the application submitted by the Superior Court in Pinal County. The approved grant in the amount of \$84,460.00 and will be used to fund ACAP support and maintenance fees in fiscal year 2022. In the event that the court's local JCEF funds are insufficient to support the approved request, there is no obligation or approval to provide state funds.

A final status report is required and due on **8/15/2022** or forty-five days after the project expiration date.

Should you have any questions or concerns, please do not hesitate to contact me.

Ec: Honorable Stephen F. McCarville, Presiding Judge, Superior Court in Pinal County
Mr. David Tascoe, Court Services Program Manager, Superior Court in Pinal County

Annette Mariani
Grants Specialist, Courts Services Division
Arizona Supreme Court
1501 W. Washington St, Suite 410
Phoenix, AZ 85007
602-452-3359
amariani@courts.az.gov



AGENDA ITEM

June 23, 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 Library District Board of Directors. (Alexander Conrad/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
6/16/2021 3:44 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Agenda Packet](#)



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY LIBRARY DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, June 23, 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 May 26, 2021, Board of Directors Library District meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval to submit an application for \$24,736.58 to the Arizona State Library, Archives, and Public Records American Rescue Plan Act grant program. The funds will be used to purchase internet hotspots and/or devices with data plans in support of the educational, health, and workforce development needs of Pinal County residents. (Himanshu Patel/Alexander Conrad)

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

June 23, 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 May 26, 2021, Board of Directors Library District meeting. (Natasha Kennedy)

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

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

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/10/2021 2:57 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Minutes LD](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

PINAL COUNTY LIBRARY DISTRICT BOARD OF DIRECTORS MINUTES

**Wednesday, May 26, 2021
10:10 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:
[Click Here to View the Library District Agenda](#)

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

The Pinal County Library District Board of Directors convened at 10:10 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

- (1) Discussion/approval/disapproval of Minutes from April 7, 2021, Board of Directors Library District meeting. (Natasha Kennedy)

Natasha Kennedy, Clerk of the Board, clarified there is no Consent Agenda for the Library District meeting this date therefore, the Minutes are a Regular Item.

Item Action: Approved

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Cavanaugh

To approve Minutes from April 7, 2021, Board of Directors Library District meeting.

Motion Passed

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

- (2) Discussion/approval/disapproval of the request to create a new job classification of Branch Manager within the Pinal County Library District. This position will be full-time, merit-protected, and exempt. (Alexander Conrad/Himanshu Patel)

Alexander Conrad, Library District Director, appeared before the Board and presented.

Item Action: Approved

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

To approve the request to create a new job classification of Branch Manager within the Pinal County Library District. This position will be full-time, merit-protected, and exempt.

Motion Passed

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

10:13 a.m. – Chairman Miller adjourned the May 26, 2021, Pinal County Library District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

**PINAL COUNTY
LIBRARY 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: June 23, 2021



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Library District

Director: Alexander Conrad

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to submit an application for \$24,736.58 to the Arizona State Library, Archives, and Public Records American Rescue Plan Act grant program. The funds will be used to purchase internet hotspots and/or devices with data plans in support of the educational, health, and workforce development needs of Pinal County residents. (Himanshu Patel/Alexander Conrad)

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

If funded, this project will be included in the FY21-22 budget year.

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

MOTION:

Approve as presented

History		
Time	Who	Approval
6/11/2021 1:39 PM	County Attorney	Yes
6/14/2021 8:48 AM	Grants/Hearings	Yes
6/15/2021 11:40 AM	Budget Office	Yes
6/16/2021 12:00 PM	County Manager	Yes
6/16/2021 2:32 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- ☐ [Grant Approval Form](#)
- ☐ [Notice of Funding Opportunity](#)



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 _____

ARPA Grant Guidelines

Application Due: July 1, 2021

Purpose

On April 9, 2021, the Institute of Museum and Library Services awarded the Arizona State Library, Archives and Public Records the amount of \$3,617,020 in American Rescue Plan Act funding. These funds are to be administered in accordance with the existing Grants to States program, and are to be used to:

- enable libraries to reach residents with internet hotspots, accessible Wi-Fi, and other digital inclusion efforts, particularly in support of education, health, and workforce development needs;
- to provide rapid emergency relief to libraries across the country, allowing them to safely respond to the pandemic and implement public health protocols;
- to support library services that meet the needs of communities throughout the U.S., including costs such as personnel, technology, training, materials, supplies, equipment, and associated indirect costs.

Background

As part of a phased approach, we are evaluating a possible statewide option that would serve Arizonans best with wifi, skills training, education, health, workforce development needs. We are also meeting the needs for increased internet access by growing our Digital Navigators program. Additionally, we are offering every public and tribal library the opportunity to receive an award to be used as their library system deems best, within the parameters described in this document.

ARPA Awards for Public and Tribal Libraries

These grants to public and tribal libraries focus on the three ARPA priorities listed above, with an emphasis on moving quickly to meet community needs. The funding amount for the libraries was determined based on a needs index that accounted for education, poverty level, unemployment, internet access, and other factors.

Public libraries are invited to receive their funding allotment to initiate projects that fall within the categories and examples shown on page 7 of this document.

Subgrant Information	
Application due date	July 1, 2021
Grant amounts of individual awards	Please see the attached allotment table
Start date for new awards	July 1, 2021
Period of performance	July 1, 2021 – August 5, 2022

Grant Award Requirements

Grant Recipients Must:

1. Complete the assurances and certification attached to the notification of funding email, and return to libgrants@azlibrary.gov
2. Complete the application available at <https://azsos.libwizard.com/f/ARPAapp>
 - **Failure to complete the application by 7/1/2021 is a forfeiture of funding**
3. Complete the Request for Payment no later than June 30, 2022
4. Complete the interim and final report requirements
 - Interim report will occur in February 2022, final report in September 2022

Frequently Asked Questions (FAQ's)

What happens if a public library does not complete the application or cannot accept the funds?

If a public library system is unable to accept its allotment, those dollars will go toward funding a state-wide initiative.

What kind of guidelines do these funds have?

These monies are administered by IMLS, the same organization that has provided LSTA and CARES funding. As such, the same guidelines that attach to those grants apply here. It is the recipient's responsibility to know and understand the guidelines. Please review them at the link below, paying particular attention to the content on page six.

https://azlibrary.gov/sites/default/files/2021_lsta_guidelines.pdf

Is a match required for this funding?

No, a match is not required for this funding.

Can we hire people with this funding?

Yes, although you should be mindful of a few things. First, this is grant funding with no option to renew and no possibility of continuation with these grant funds beyond August 5, 2022. Second, grant funds cannot be used to supplant existing wages. Third, the person paid with grant funding must be doing work to assist Arizonans with digital literacy and workforce development, proportionate to their pay. This means that if their wages are 100% paid from grant funding, 100% of their activities and time must be spent on these initiatives and this will be reflected in your reporting requirements.

What are the reporting requirements?

Just as with LSTA and CARES funding, expect an interim report (around February 2022) that will confirm you are spending the funds appropriately and that will ask about successes and challenges.

The final report will be due September 2, 2022 and is a more comprehensive evaluation of your grant activities. We have an activity tracker available on our [Google Docs drive](#) that can help you gather your thoughts, and we encourage you to use it throughout the award period rather than just at the end.

I want to do something different than what is listed. Can I implement my own project instead?

We encourage you to stay within the parameters detailed in the menu of options, as these are clearly within the guidance IMLS has provided regarding how it expects funding to be used. However, if you believe you have a project idea that aligns with the grant funding purpose and is not listed, please

contact Stacy Nykorchuk, State Library Grants Coordinator, to discuss. The best way to reach out is via email – anykorchuk@azlibrary.gov. The idea would need to be approved prior to the award recipient spending any grant dollars on it.

Why can't I pre-pay for services that extend beyond the performance period?

IMLS has been very clear that grant dollars must demonstrate meeting a community's needs quickly. The reporting that is completed at the end of the project performance period is part of that process. Activities that have not yet been completed cannot be counted in that reporting. This creates problems in "telling the story" about how beneficial the grant dollars were, which is important information that government officials look for when making their funding decisions.

Please note that this is not new – obtaining the benefits of the grant dollars within the performance period is also a requirement of CARES and LSTA dollars.

What else should I know?

The following is **not** an all-inclusive list but does contain the problematic areas we see most frequently. You are responsible for knowing all the information in the grant guidelines, but here are some things to be extra mindful of:

- Grant dollars cannot be used to purchase "swag" or "giveaways."
- Grant dollars cannot be used to purchase food.
- If you intend to purchase a single item that costs more than \$5,000, you must contact the Grants Coordinator first. We must ask permission from IMLS prior to purchase.
- It can take 30-45 days from the time you request the funding until your organization receives it.

I have more questions. Who do I contact?

Please contact Stacy Nykorchuk, Arizona State Library Grants Coordinator, at anykorchuk@azlibrary.gov

Allocation

Library System	County	Total Allocation
San Carlos Public Library	Gila	\$41,414.70
Whiteriver Public Library	Navajo	\$41,271.33
Venito Garcia Library and Archives	Pima	\$40,267.78
Hopi Public Library	Navajo	\$39,312.01
Salt River Tribal Library	Maricopa	\$38,069.52
Ira H. Hayes Memorial Library	Pinal	\$37,304.90
Office of Navajo Nation Library	Apache	\$37,209.33
The Edward McElwain Memorial Library	Mohave	\$33,864.15
Quartzsite Public Library	La Paz	\$33,003.96
Douglas Public Library	Cochise	\$32,143.77
Colorado River Indian Tribes Library/Archives	La Paz	\$30,901.27
Miami Memorial Library	Gila	\$30,805.69
Hayden Public Library	Gila	\$29,276.47
Cocopah Tribal Library	Yuma	\$29,085.31
Mammoth Public Library	Pinal	\$28,798.58
Tonto Basin Public Library	Gila	\$28,033.97
Eloy Santa Cruz Library	Pinal	\$27,842.82
Dr. Fernando Escalante Tribal Library	Pima	\$26,887.05
Coolidge Public Library	Pinal	\$26,600.32
San Lucy Library	Maricopa	\$26,600.32
San Xavier Learning Center Library	Pima	\$26,600.32
La Paz County Services	La Paz	\$26,313.59
Elsie S. Hogan Community Library	Cochise	\$26,026.86
Kaibab Paiute Tribal Library	Mohave	\$26,026.86
Globe Public Library	Gila	\$25,835.71
Superior Public Library	Pinal	\$25,166.67
Pinal County Library District	Pinal	\$24,736.58
Kearny Public Library	Pinal	\$24,497.63
Young Public Library	Gila	\$24,019.75
Ak-Chin Indian Community Library	Pinal	\$23,637.44
Florence Community Library	Pinal	\$23,637.44
Benson Public Library	Cochise	\$22,681.68
Apache County Library District Office	Apache	\$22,258.41
Youngtown Public Library	Maricopa	\$21,917.07
Cottonwood Public Library	Yavapai	\$21,821.49
Cochise County Library District	Cochise	\$21,807.83
Huachuca City Public Library	Cochise	\$21,534.76
Navajo County Library District	Navajo	\$21,056.88
Mohave County Library District	Mohave	\$20,996.05
Ava Ich Asit Tribal Library	Mohave	\$20,961.30

Sierra Vista Public Library	Cochise	\$20,961.30
Tolleson Public Library	Maricopa	\$20,961.30
Winslow Public Library	Navajo	\$20,961.30
Avondale Public Library	Maricopa	\$20,626.78
Safford City-Graham County Library	Graham	\$20,578.99
Holbrook Public Library	Navajo	\$20,387.84
Yavapai-Prescott Tribal Library	Yavapai	\$20,387.84
Yuma County Library District	Yuma	\$20,363.94
Nogales/Santa Cruz County Public Library	Santa Cruz	\$20,363.94
Tombstone City Library	Cochise	\$20,292.26
Yavapai County Free Library District	Yavapai	\$20,056.51
Gila County Library District	Gila	\$19,814.38
Ft. McDowell Yavapai Nation Tribal Library	Maricopa	\$19,623.23
Chino Valley Public Library	Yavapai	\$19,527.65
Pima County Public Library	Pima	\$19,211.51
Clifton Public Library	Greenlee	\$19,145.34
Show Low Public Library	Navajo	\$19,145.34
Prescott Valley Public Library	Yavapai	\$19,049.77
Camp Verde Community Library	Yavapai	\$18,954.19
Duncan Public Library	Greenlee	\$18,954.19
Greenlee County Library System	Greenlee	\$18,954.19
Wickenburg Public Library	Maricopa	\$18,954.19
Pinetop-Lakeside Public Library	Navajo	\$18,858.61
Williams Public Library	Coconino	\$18,858.61
Pima Public Library	Graham	\$18,571.88
Casa Grande Public Library	Pinal	\$18,094.00
Prescott Public Library	Yavapai	\$18,094.00
Phoenix Public Library	Maricopa	\$17,661.09
Copper Queen Library	Cochise	\$17,616.12
Patagonia Public Library	Santa Cruz	\$17,520.54
Parker Public Library	La Paz	\$17,329.39
Payson Public Library	Gila	\$17,329.39
Snowflake-Taylor Public Library	Navajo	\$16,755.93
Page Public Library	Coconino	\$16,278.04
Flagstaff City-Coconino County Public Library	Coconino	\$16,209.77
Fredonia Public Library	Coconino	\$16,182.47
Maricopa County Library District Office	Maricopa	\$15,874.50
Isabelle Hunt Memorial Public Library	Gila	\$15,609.01
Glendale Public Library	Maricopa	\$15,274.49
Mesa Public Library	Maricopa	\$15,226.70
Jerome Public Library	Yavapai	\$14,939.97
Buckeye Public Library	Maricopa	\$14,175.36

Tempe Public Library	Maricopa	\$14,175.36
Peoria Public Library System	Maricopa	\$13,267.38
Sedona Public Library	Yavapai	\$13,028.44
Desert Foothills Library	Maricopa	\$12,646.13
Apache Junction Public Library	Pinal	\$11,690.36
Maricopa Public Library	Pinal	\$10,830.18
Chandler Public Library	Maricopa	\$10,256.72
Scottsdale Public Library	Maricopa	\$10,142.02
	Total:	\$2,000,000.00



2021 ARPA FUNDING MENU OPTIONS



Emergency Relief & Safe Response to Pandemic

- Curbside service and outdoor programming
- PPE, including portable sneeze guards for public areas
- Library services targeted to:
 - individuals of diverse geographic, cultural, and socioeconomic backgrounds
 - individuals with disabilities
 - individuals with limited functional literacy or information skills
- Security cameras for parking lots with Wi-Fi available when the building is closed



Digital Inclusion Efforts

- WiFi expansion
- Hotspots and/or devices with data plans
- Virtual programming supplies and services
- Subscriptions to virtual meeting rooms, movie licenses for outdoor presentations, call-in storylines and hotlines
- Improving ADA compliance for websites



Workforce Development & Skills

- Library staff and/or paid consultants to assist Arizonans with digital literacy and workforce development
- VR/AR/XR devices for education and workforce development
- Home Office To Go (laptop, hotspot, printer)
- Digital learning platforms



Important Notes

- If you have an idea other than those listed, it must be approved by the State prior to purchasing!
- All funds and services must be used by 9/30/2022. You CANNOT pre-pay for any services, such as wi-fi or consulting, to extend beyond this date.





AGENDA ITEM

June 23, 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

6/16/2021 3:44 PM

Who

Clerk of the Board

Approval

Yes

ATTACHMENTS:

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☐ [Agenda Packet](#)



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, June 23, 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 June 9, 2021, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval rescinding the Board of Supervisors' previous action on September 30, 2020, of the approval of a contract agreement between NAU AMP AmeriCorps & Pinal County Public Health for the 2020 Site Mentoring Program. This agreement would have allowed the use of 1 part-time employee to be paid for through the AmeriCorps mentoring program to further our work on the Opioid data to the action grant project. Unfortunately after heavy recruitment the position was not able to be filled. (Jan Vidimos/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

June 23, 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 June 9, 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:

Approve as presented.

History		
Time	Who	Approval
6/15/2021 3:48 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Minutes PHSD](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, June 9, 2021
10:32 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:
[Click Here to View the Public Health Services District Agenda](#)

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

The Pinal County Public Health Services District Board of Directors convened at 10:32 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.

Chairman Miller asked if there were any requests from 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 E

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

To approve Consent Agenda Items A through E.

Motion Passed

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

- * A. Discussion/approval/disapproval of Minutes from May 5, 2021, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of acceptance of a donation of vaccine stock from Havens Medical, PLC in Apache Junction. Stock includes 7 doses of the Hepatitis B vaccine and 4 doses of Pentacel. Temperature has been verified to ensure vaccine is safe to use. Total value of donation estimated at \$475. (Tascha Spears)
- * C. Discussion/approval/disapproval of Resolution No. 060921-TO-MFS and the application by Public Health for the Tohono O'odham Shared Revenue Program in the amount of \$12,500 commencing September 1, 2021. (Tiffany Kirby/Tascha Spears)
- * D. Discussion/approval/disapproval of Amendment No. 1 to the Intergovernmental Agreement to Contract No. IGA2020-043 between Arizona Department of Health Services (ADHS) and Pinal County Public Health Services District for the Title V Maternal and Child Health, Healthy Arizona Families. The term of this agreement will be July 1, 2021, to June 30, 2022. The total contract amount not to exceed \$152,111. (Jan Vidimos/Tascha Spears)

- * E. Discussion/approval/disapproval of Contract No. CTR055218 for the Public Health Emergency Preparedness Program. The term of this agreement will be July 1, 2021, to June 30, 2026. The total amount of the agreement is \$478,356. This grant is part of the annual Public Health Services District budget. There is no impact to the General Fund. (Kore Redden/Tascha Spears)

10:33 a.m. – Chairman Miller adjourned the June 9, 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: June 23, 2021



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval rescinding the Board of Supervisors' previous action on September 30, 2020, of the approval of a contract agreement between NAU AMP AmeriCorps & Pinal County Public Health for the 2020 Site Mentoring Program. This agreement would have allowed the use of 1 part-time employee to be paid for through the AmeriCorps mentoring program to further our work on the Opioid data to the action grant project. Unfortunately after heavy recruitment the position was not able to be filled. (Jan Vidimos/Tascha Spears)

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

This is a request to rescind a previously approved agreement. No fiscal impact to consider.

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

N/A

MOTION:

Approve as presented.

History	Who	Approval
Time		
6/8/2021 2:24 PM	County Attorney	Yes
6/8/2021 4:14 PM	County Manager	Yes
6/11/2021 2:04 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Prior Approved Agreement](#)



Dear Pinal County Public Health Services District,

Congratulations! Alternatives to Managing Pain & Prevention (AMPP) AmeriCorps has accepted your application to be a mentor site and host **1 Full Time AmeriCorps Member** in the 2020-2021 service year. The AMPP program focuses on combatting the opioid crisis in Arizona by increasing education and social support for older adults (50+) and youth (ages 13-24) through two primary interventions: provide older adults, veterans and those with disabilities resources, support and transportation to find non-medical alternatives to managing their pain; and providing youth and young adults with resources and education to abate substance use and/or remain in recovery. Your site is an important one to us and is a great fit for our program. We look forward to our partnership, working together and expanding services to address the ongoing opioid epidemic.

Upcoming Mandatory Meetings:

AMPP Partner Site Orientation

Date: Thursday, September 3, 2020

Time: 10AM-1PM

Location: Virtual – Please register here:

<https://nau.zoom.us/meeting/register/tJEkcQqtrzorGN3CI3lSBpz6mFemY8DJiN1q>

Who: All Site Mentors & key organization staff

AMPP Member Orientation:

- **To Be Scheduled With AMPP Program Coordinator**

Thank you for your commitment to service,

Andrew Facemire

AMPP AmeriCorps Program Coordinator

Civic Service Institute at NAU



AmeriCorps 2020 Site Mentor Agreement

**2020 Mentor Site Agreement
Alternatives to Managing Pain & Prevention AmeriCorps Program
P. O. BOX 6025
FLAGSTAFF, AZ 86011**

THIS AGREEMENT, made and entered into this **09/01/2020** is by and between the Arizona Board of Regents for and on behalf of **Northern Arizona University – Civic Service Institute, Alternatives to Managing Pain & Prevention AmeriCorps Program** hereinafter referred to as the “PROGRAM,” and **Pinal County Public Health Services District**, hereinafter referred to as the “SITE.”

It is agreed by the aforesaid parties to be of mutual interest and advantage for selected AmeriCorps Members, hereinafter referred to as “MEMBER(s),” of the PROGRAM to be provided quality experiences in community service at the SITE.

I. MUTUAL RESPONSIBILITIES

- A. PROGRAM and SITE shall at all times during the performance of this Agreement be and remain as independent cooperators and not as employees, agents, or joint ventures. Neither PROGRAM nor SITE personnel shall, by virtue of this Agreement, be entitled or eligible by reason of the contractual relationship hereby created to participate in any benefits or privileges given or extended by either party to its employees. The PROGRAM and SITE do not consider the MEMBER an employee of the SITE, but a MEMBER of the Alternatives to Managing Pain & Prevention AmeriCorps Program.
- B. PROGRAM shall maintain adequate insurance (through the State’s Risk Management Division, which is a self-insurance program) to cover any liability arising from the acts and omissions of PROGRAM’S agents and employees arising out of the performance of this Agreement. PROGRAM shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of SITE’S employee’s or agents.

SITE shall maintain adequate insurance to cover any liability arising from the acts and omissions of SITE’S employees or agents arising out of the performance of this Agreement. SITE shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of employees of PROGRAM.
- C. To the extent applicable by Federal, State and Local laws, all the parties to this agreement agree to comply with laws prohibiting discrimination.
- D. The rules and regulations of the SITE shall be applicable to the assigned MEMBERS. PROGRAM shall notify MEMBERS that they are responsible for following the policies, rules and regulations of SITE.

- E. Neither the SITE nor PROGRAM will use the name of the other party or its employees in any publicity or advertising material without prior written consent.

II. PROGRAM RESPONSIBILITIES

The PROGRAM shall:

- A. Initiate the application process. This includes:

- 1) Development of application;
- 2) Advertisement/recruitment;
- 3) Distribution and gathering of applications; and
- 4) Re-distribution of appropriate applications to agencies.

- B. Provide comprehensive Orientation Training for MEMBER(s).

- C. Enroll MEMBER(s) in childcare and health insurance programs when eligible.

- D. Provide MEMBER(s) and agencies with general information on an ongoing basis.

- E. Provide FBI background check in compliance with the National Service Criminal History Check.

- F. Provide mediation and conflict resolution, as needed.

- G. Serve as a liaison between Governor's Office and CNCS.

- H. Provide training and technical assistance to the SITE and the MEMBER(s).

- I. Provide evaluation tools and reporting mechanisms to CNCS and the Governor's Office.

- J. Provide forbearance information and National Service Trust forms to MEMBER(s).

- K. Track MEMBER(s) hours through time sheets. Track number of hours spent in training and fundraising activities. MEMBERS may not exceed 10% of total hours spend in fundraising activities. MEMBERS may not exceed 20% of total hours in training activities.

- L. Provide living allowance distribution and Workers Compensation through Northern Arizona University.

- M. Other additions as deemed necessary at a later date.

III. SITE RESPONSIBILITIES

The SITE shall:

Member Identification –

- A. Participate in recruitment, interviewing and selection of quality MEMBER(s) for site placement.

Fiscal Management –

- B. Provide a cash match of for each AMPP Member placed with your organization as follows:

- | | |
|---|---------------------------------|
| • Full-Time (1700 Hour) Member | 1 x \$8,500 = \$8,500.00 |
| • Reduced Full-Time (1200 Hour) Member | 1 x \$6,000 = \$6,000.00 |
| • Half-Time (900 Hour) Member | 1 x \$4,500 = \$4,500.00 |
| • Quarter-Time (450 Hour) Member | 1 x \$2,750 = \$2,750.00 |

You have been awarded:

1 Full Time MEMBER(s)

1 x \$8,500.00 = \$8,500.00

In an effort to support organizations during the COVID-19 pandemic, the Civic Service Institute has been able to temporarily reduce the partner site cost match for members requested in Q1 and placed before the end of Q2. Please be aware that this reduced cost will be reflected on your invoice when a member has been placed before the end of Q2 (2/28/21). If a member is placed after 3/1/21 the invoice will reflect the non-discounted amount for the member's slot type.

Please pay the total of **\$8,500.00** directly upon placement of the member(s). Make checks payable to Northern Arizona University Civic Service Institute. Additional members or slot type changes on boarded at your site will be invoiced in alignment with the corresponding cash match amount(s) listed above.

- C. Provide an in-kind match and report quarterly to the PROGRAM. Maintaining original documentation and forms for a five-year period after the end of MEMBER service.
- D. Other financial requirements may be added as an amendment to this agreement at a later date if contract requirements change with the Governor's Office and/or the Corporation for National Service (CNCS).

Insurance –

- F. Prior to commencing services under this Agreement, the SITE must furnish the State of Arizona, certification from insurer(s) for coverage in the minimum amounts as stated below:

Commercial General Liability: with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG25031185, used on an Occurrence basis, and endorsed to add the State of Arizona, Arizona

Board of Regents/Northern Arizona University as an Additional Insured with reference to this contract. The policy shall include coverage for: Bodily Injury; Broad Form Property Damage (including completed operations); Personal Injury; Blanket Contractual Liability; Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; Fire Legal Liability.

Business Automobile Liability: with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona, Arizona Board of Regents/Northern Arizona University as an Additional Insured with reference to this contract.

Member Supervision and Management –

- G. Designate a “Host Site Mentor” utilizing the attached Site Mentor Agreement (Attachment A). This MENTOR will be directly responsible for supervision of the MEMBER(s). Please provide the PROGRAM office with the name of the MENTOR.
- H. Provide a minimum of 12 hours of site-specific training to the MEMBER **within 30 days of their Start Date**.
- I. Provide assignments, tasks and projects for MEMBER(s) site objectives.
- J. Meet at least every two weeks with MEMBER(s) to provide guidance, direction and mentoring opportunities.
- K. Communicate with the PROGRAM office to discuss management issues, as needed.
- L. Develop a “service description” and provide to MEMBER and PROGRAM office. MEMBER(s) must not take the place of SITE employees/staff members. MEMBER(s) must provide “hands-on” direct community service activities.
- M. Provide general PROGRAM information to SITE staff where MEMBER(s) will be placed. This includes: What is AmeriCorps?, What is the role of an AmeriCorps Member?, Who is the AmeriCorps host-site mentor?, and Who is/are the AmeriCorps Member(s)? PROGRAM staff will assist, if requested.
- N. Assure that MEMBER(s) complete the appropriate number of service hours within a twelve-month period. All MEMBERS must complete their term of service within 365 days. When a MEMBER begins service later in the year, service must be completed within 365 days or by **August 31, 2021**, whichever comes first.
- O. Show and preserve evidence of service hours for MEMBER(s) for a period of five-years following agreement termination.
- P. Ensure accompaniment of members who are working with vulnerable populations until they receive the appropriate background clearance for working with vulnerable populations without supervision. (This is in addition to SITE provided background check if needed by SITE).

- Q. Assure that MEMBERS do not exceed 10% of total hours spend in fundraising activities. MEMBERS may not exceed 20% of total hours in training activities.
- R. Enforce the Prohibited Activities Guidance from CNCS which states that “while MEMBERS are accumulating hours, or otherwise performing activities associated with Arizona AmeriCorps programs or the Corporation for National and Community Service (CNCS), Staff, MEMBERS or any volunteers recruited or managed by MEMBERS may not engage in the following AmeriCorps prohibited activities:
- a. Any effort to influence legislation.
 - b. Organizing or engaging in protests, petitions, boycotts or strikes.
 - c. Assisting, promoting or deterring union organizing.
 - d. Impairing existing contracts for services or collective bargaining agreements.
 - e. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
 - f. Participating in, or endorsing, events or activities, which are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
 - g. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization. Providing a direct benefit to:
 1. a business organized for profit;
 2. a labor union;
 3. a partisan political organization; or
 4. an organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities; and/or
 5. a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and,
 6. an organization engaged in the religious activities described in G. above unless CNCS assistance is not used to support those religious activities;
 - h. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

- i. Providing abortion services or referrals for receipt of such services; and,
- j. Such other activities as CNCS may prohibit.

As of September 28, 2017, AmeriCorps State and National issued further guidance on the prohibited activities of providing abortion services and referrals.

Providing abortion services is limited to:

- a) Performing abortions.
- b) Being present in the room during an abortion in support of the woman or the procedure.
- c) Obtaining or providing medications to induce a medical abortion.

Referrals for abortion services are limited to:

- a) Scheduling or arranging for an abortion-related appointment, including any pre-procedure appointment required by law to obtain an abortion.
- b) Providing or organizing transportation for patients to obtain an abortion when the AmeriCorps member or assigning staff member has actual prior knowledge that the purpose of the visit is to obtain an abortion.
- c) Accompanying or providing translation services for patients obtaining an abortion.
- d) Providing counseling or support before or during the procedure, including explaining what the procedure will be like, explaining what's required to obtain an abortion in a given state, explaining or obtaining signed abortion consent forms from clients interested in abortions, negotiating fees or insurance coverage for a particular abortion, or other activity that promotes or encourages an abortion.
- e) Providing information such as the name, address, website, telephone number, or other relevant factual information (such as whether the provider accepts Medicaid, etc.) about an abortion provider.
- f) Promoting or encouraging use of abortion as a method of family planning.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.”

Training –

- S. Attend mandatory mentor orientation training to be provided by the PROGRAM. Encourage other site staff who will be working with the member to attend the training as well. All PROGRAM procedures will be discussed in detail at this training session.

- T. Include MEMBER(s) in any SITE in-service training. Provide documentation for all training activities attended by MEMBER(s).
- U. Ensure that MEMBER includes site-specific training activities on their time sheet and designates them as training hours so that those hours can be tracked. MEMBERS may not spend more than 20% of their hours in training activities.

Grants Management -

- V. Complete surveys and/or other requests for feedback and data from the PROGRAM. These instruments are designed to provide feedback regarding agency satisfaction with the PROGRAM and MEMBER as well as data for grant reporting to CNCS.
- W. MENTORS must review and sign time sheets every two weeks. Mentors should review monthly data collections, which document MEMBERS direct services and training activities.
- X. Submit all quarterly reports on time.
- Y. Complete quarterly evaluations of MEMBER. The PROGRAM office will provide the forms.
- Z. Host site-visits by PROGRAM, CNCS, Governor's Office staff, Commissioners of the Arizona State Commission, and external evaluator. Every attempt will be made to give SITES a minimum of forty-eight-hour notice for a site-visit.
- AA. Other Grants Management requirements may be added as an amendment to this Agreement at a later date if contract requirements change with CNCS or the Governor's Office.

IV. GENERAL AGREEMENT

- A. The term of this agreement shall commence on **09/01/2020** and will continue until **August 31, 2021**, unless either party shall notify the other in writing of its intention to terminate.
- B. The PROGRAM, upon determination made in its sole discretion, shall give written notice to the director of the SITE of the specific area of non-compliance whereupon the SITE shall come into compliance within fifteen (15) days of notice. The PROGRAM, at its sole discretion, may extend the number of days within which the SITE shall come into compliance. Such an extension would be made upon evidence of good faith efforts by the SITE to come into compliance, including development and implementation of a written plan of action.
- C. This agreement may be terminated under the following conditions:

Termination for Non-Compliance: If the SITE is unwilling to come into complete compliance within fifteen (15) days from notice or within an agreed upon period of time, the PROGRAM may terminate this Agreement and the SITE shall have no further right hereunder. The PROGRAM may terminate the contract with less notice in the case of an emergency, as determined by the PROGRAM. In the event of termination for non-compliance, the SITE agrees that the PROGRAM, or its representative, may contract with other persons to perform the SITE's duties and responsibilities described in this Agreement.

Termination for Lack of Funds: The PROGRAM may, in its sole discretion, terminate the contract within twenty-four (24) hours written notice to the SITE because of lack of available funds, as determined by the PROGRAM.

Termination for Convenience: Upon giving thirty (30) calendar days written notice, either party may terminate this Agreement, in whole, for convenience and without penalty of further obligation.

D. Circumstances and amount for refund of payment

1. Should a member leave and **CNCS does not allow the member to be replaced**, the following is the refund schedule for SITES:

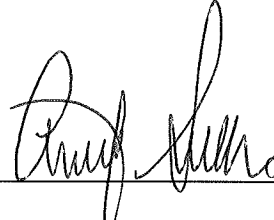
AMPP MEMBER EXITS	REFUND AMOUNT
First 30 days	75% refund
31-90 days	50% refund
90-180 days	25% refund
181 days or over	No refund

2. **Should SITES decide to not refill a vacant position CNCS allows to be refilled, there will be no refund.**
3. Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To:
Pinal County Public Health Services District
PO Box 2945
Florence, AZ 85123

To: PROGRAM:
Northern Arizona University
Civic Service Institute
Alternatives for Managing Pain & Prevention AmeriCorps Program
P. O. Box 6025
Flagstaff, AZ 86011
Phone: 928-523-6395

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

PROGRAM SIGNATURES	SITE SIGNATURE
ARIZONA BOARD OF REGENTS for and on behalf of Northern Arizona University, Civic Service Institute	 X _____ 09/30/2020 Date Anthony Smith, Chairman
X _____ John Masserini Date Interim Dean, College of Social and Behavioral Sciences Northern Arizona University	Print Name/Title
X _____ Erin Kruse Date Interim Director, Civic Service Institute Northern Arizona University	
	1 MEMBERS

ATTACHMENT A

Alternatives to Managing Pain & Prevention AMERICORPS Site Mentor Agreement

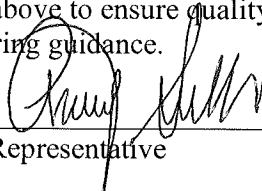
Purpose: To ensure active, consistent and supportive supervision of each AmeriCorps Member based upon the Member's skill level.

The Site Mentor will:

- 1) Provide orientation and training to Member(s) regarding agency mission, goals, procedures, internal functions, services, and community demographics.
- 2) Provide site staff orientation regarding AmeriCorps mission, purpose and goals and the role(s) of the AmeriCorps Member(s) within the Site.
- 3) Assure that Member(s) receive appropriate number of service hours within a twelve-month period: All Members must complete their term of service within 365 days. When a member begins service later in the year, service must be completed within 365 days or by **August 31, 2021**, whichever comes first.
- 4) Attend Mentor Orientation meetings to ensure awareness of programmatic goals, objectives, and updated materials.
- 5) Prepare and complete reporting requirements and evaluation information in a timely manner.
- 6) Be available for site-visits a minimum of two-times per year.
- 7) Display AmeriCorps affiliation signage at Mentor site.
- 8) Support Member development by:
 - a) providing and documenting site-specific training;
 - b) providing and documenting periodic and specialized training;
 - c) supporting mandatory Esprit de Corps (EDC) community service projects on National Days of Service by releasing Member(s) to participate in events like: Martin Luther King (January), AmeriCorps Week (March), Earth Day (April), September 11th National Day of Service & Remembrance, Make a Difference Day (October), and the Arizona Summit on Service and Volunteerism or equivalent (October). *Members are required to attend a minimum of three National Day of Service events.*
- 9) Assist Member(s) in development of education goals, as necessary.
- 10) Contact AmeriCorps staff with concerns, questions, and progress of Member(s) throughout service term.
- 11) ***Review and sign all time sheets affirming hours of service.***

The above requirements will ensure quality supervision of each AmeriCorps Member.

I, Pinal County Public Health Services District on 09/30/2020 (date) agree to comply with each requirement listed above to ensure quality supervision of the AmeriCorps Member(s) who are placed under my mentoring guidance.



SITE Representative (Date)

Anthony Smith, Chairman
Print Name

Erin Kruse (Date)
Interim Director
Civic Service Institute
Northern Arizona University



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 10

Dept. #: 3010310

Dept. Name: Open Space and Trails

Director: Kent Taylor

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Public Hearing and discussion/approval/disapproval of Resolution No. 062321-OST approving an updated fee schedule for the Open Space and Trails Department. (Kent Taylor/Himanshu Patel)

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

The updated fee schedule is projected to collect approximately \$11,000 in FY 21/22 and \$71,000 in FY 22/23. Approximately \$60,000 of the FY 22/23 fees would be related to the projected opening of Peralta Regional Park. Fees collected are intended to offset a small portion of the Open Space and Trails Department operating expenditures. (Less than 3% in FY 21/22 and less than 11% in FY22/23).

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

N/A

MOTION:

Approve as presented.

History		
Time	Who	Approval
6/9/2021 8:09 AM	County Attorney	Yes
6/10/2021 11:02 AM	Budget Office	Yes
6/11/2021 10:34 AM	County Manager	Yes
6/14/2021 8:47 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Open Space and Trails Fee Schedule Resolution](#)

<input type="checkbox"/> Open Space and Trails Fee Schedule Presentation June 2021
<input type="checkbox"/> Open Space and Trails Fee Study Report
<input type="checkbox"/> Open Space and Trails Fee Schedule Affidavit of Publication

RESOLUTION NO: _____

**A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS,
APPROVING AN UPDATED FEE SCHEDULE FOR THE OPEN SPACE AND
TRAILS DEPARTMENT**

WHEREAS, Pinal County owns and supervises and controls parks, trails and recreation areas (hereinafter Parks) within the County; and

WHEREAS, the Pinal County Board of Supervisors is authorized by A.R.S. §§ 11-251.08, 11-934D and 935B(2) to adopt reasonable rules for the proper use, management, government and protection and maintenance in good order in all public parks under its supervision and control; and

WHEEAS, Public Parks as defined in A.R.S. § 11-931 includes parks, parkways, trails, recreational areas and playgrounds; and

WHEREAS, The Pinal County Board of Supervisors is authorized by A.R.S. §§ 11-934D and 935B(3) to prescribe fees to be paid for the use of public park facilities: and

WHEREAS, the Pinal County Board of Supervisors have reviewed the attached Fee Schedule in a Work Session on April 14, 2021 and a Public Hearing was held before the Pinal County Board of Supervisors on June 23, 2021 and find them to be reasonable and necessary for the proper use, management, government and protection and maintenance of good order in the public Parks under its supervision and control; and

WHEREAS, the notice requirements of A.R.S. §§ 11-936, 11-251.08 and 11-251.13 have been met;

BE IT THEREFORE RESOLVED THAT:

The Open Space and Trails Department Fee Schedule attached hereto as Exhibit 1 are hereby adopted and shall be effective immediately.

PASSED AND ADOPTED, this ____ day of _____, 2021 by the PINAL COUNTY BOARD OF SUPERVISORS.

Stephen Q. Miller, Chairman of the Board
Pinal County Board of Supervisors

ATTEST:

Natasha Kennedy, Clerk of the Board

APPROVED AS TO FORM:


County Attorney

PINAL COUNTY OPEN SPACE AND TRAILS

USES	RATES
Ramada Reservations	\$10 per day
Group Ramada Reservations	\$35 per day
Overnight Camping	\$10 per night
Ballfield Lights	\$10 per hour
	\$40 per day
Ballfield Reservations	\$40 per day
Multi-Generation Center Room Reservations	\$25 per hour
	Two hour minimum
Regional Trail-One Day Event	\$2.50 per entrant
Regional Trail-Commercial Tour	\$15 per person
Peralta Regional Park-Day Use Fee	\$7 per vehicle

NOTES

Fees apply to any Pinal County park and/or trail facility which includes the reference amenity.

Fees may include a separate non-refundable amount for online facility reservations and/or credit card processing fees, not to exceed the amount of expense incurred by the County.

Peralta Regional Park is not yet open, we anticipate opening in FY 22/23

Promotional fees and/or seasonal discounts for overnight camping may be approved by the County Manager if they are:

- Not a reduction of more than 50% of the above Fee Schedule and;
- Published on the County website and;
- Available for an identified time period or to an identified category of use and/or user group



Open Space and Trails

Fee Schedule

Board of Supervisors

Public Hearing

June 2021

Fee Outline-Why Now

- Fees first enacted in 2013 and 2014
 - Fees for private party use of the Dudleyville Community Center was recommended as part of an Internal Audit report.
- Commercial trail use fees have been collected, but are not part of an adopted fee schedule.
- Changes to staffing and an anticipated on line reservation system offered an opportunity to expand service offerings (ie ramada reservations, ballfield reservations)
 - Ramada and camp site reservation requests are our most common service request.
- Peralta Regional Park coming online in FY 22/23. Opportunity to review and set fees for future planning and budgeting purposes.

Fee Outline Continued

- Staff's goal was to keep fees affordable, simple and consistent.
- Proposed fees for ramadas, ballfield use etc are focused on "reservations" of these facilities. Does not affect normal "drop in" or day use.
- Trail fees are for commercial events only, does not affect single or group use of regional trails.
 - Single day commercial events are events such as trail running/racing events.
 - Commercial tour events are multi day tours such as overnight tours on the Arizona National Scenic Trail.
- The average fee capture rate for Park and Recreation agencies across the US is approximately 25%.

OS&T Advisory Commission

- Presented at March 9, 2021 Special Meeting
- Commission Voted 6-2 to recommend the BOS move forward with the fees as proposed.

Commission Concerns-

- Fees of any amount are a burden to low income areas of the County
- The County is currently funding operations and maintenance with limited or no fees, should continue that path
- Did not want to add/change fees for outdoor recreation activities during the pandemic

PINAL COUNTY OPEN SPACE AND TRAILS

USES	RATES
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Group Ramada Reservations	\$35 per day
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PINAL COUNTY

Financial Information

- Fee collection
 - FY19/20 \$10,355 (2.9% of expenditures) (increase of 135% since FY13/14)
 - FY 18/19 \$8053 (2.9% of expenditures)
- Existing Parks (Fee study projection)
 - FY21/22=\$10,958 (\$9,100 of this total is West Pinal camping fees)
- Peralta Regional Park (Projected)
 - FY22/23 (if open for full Fiscal Year)=\$60,110
 - FY22/23 projected operating expense =\$171,000

Fee Options

- Adopt fees as presented including existing facilities and Peralta Regional Park. (Staff recommendation)
- Adopt fees as presented, but direct staff to pause some or all fees to a future date.
- Adopt Fees in a different amount than presented.



790 West Frontage Road
Suite 110
Northfield, Illinois 60093
(847) 441-4175 office

February 24, 2021

Mr. Kent Taylor
Director
Pinal County Open Space & Trails
P.O. Box 2973
Florence, AZ 85132

Dear Mr. Taylor:

Your office is funded through various sources, including fees. In theory, the purpose of charging a fee is to have the person requesting the service pay for it. The factual question is whether the amount a person pays covers the cost of the work.

The report is based on 1) our review of County's financial reports, 2) discussions with you, and 3) reviews of draft reports to refine the analysis.

Our premise is that cost is a fact related to the resources used to perform a task. Price is a policy choice. The County will now be able to set prices knowing the underlying costs.

Methodology

We describe the tables within the attached cost model in the sequence in which we present them in the models. The model itself follows the narrative report.

Cover Sheet

This page provides contact information, should questions arise about this work in the future.

Customer Impact

This page shows the findings comparing current prices to costs at the level of an individual customer. It contains the following data fields.

Billed service name	Price	Cost of billed services	Price minus cost	Current % cost recovery	Price at 25% cost recovery	Staff Recommends	Supervisors Decision
---------------------	-------	-------------------------	------------------	-------------------------	----------------------------	------------------	----------------------

- **Billed service name** is the name of the fee in each row. Any proposed new fees are labeled as such.

- **Cost of billed services** is the amount that we determined each service to cost.
- **Price minus cost** is a calculation of the amount that the current price exceeds or falls short of a break-even price.
- **Current % cost recovery** shows what portion of the activity cost each fee is.
- **Price at 25% cost recovery** shows what the price would be if it were 25 percent of cost. The industry standard for pricing of recreational activities tends to be between 25 and 30 percent of cost. One needs to determine cost to establish this amount.
- **Staff recommends** reflects what the department itself recommends. Typically, our clients want to know that as a factor in deciding where to set a price.
- **Supervisors Decision** is blank at the moment but is available to record a pricing decision. We have found that it is helpful to the attorney drafting a resolution for fee changes to have that.

Budget Impact

This page shows what the fiscal impact would be of setting prices to recover the cost of the work. It amounts to applying the per customer findings to the paying customer count for each service. This provides a view of what price changes might mean to County finances.

The one item worth mentioning is a proposed new fee for Peralta Regional Park day use. The cost of a day use visit is \$13.96, but with approximately 7,250 annual vehicles expected, this item is capable of producing more than \$100,000 of new annual revenue to offset the cost of the park.

Direct Staff Effort

This analyzes how staff is assigned to each activity. Reading across the row, one may see more than one entry, which documents that some services require the work of more than one job title. For example, Peralta Regional Park day use involves direct effort by a ranger and by Grounds Maintenance staff.

The office does not keep (or need) timesheet documenting actual after-the-fact time per fee type. Our experience with the handful of clients that use timesheets is that staff estimates are materially similar to timesheet data. To the extent that the approach to this study is to use the recent past to predict the near future, there is no reason to believe that timesheets of past efforts are better at predicting the time required to serve a future customer.

We validate staff time estimates in a few ways. First, no position may record more time on activities than it has available. Second, the sum of the team's effort has to appear reasonable and appropriate to you. Third, having done so many of these projects, we were able to spot unusual time estimates for follow-up questions.

The analysis shows the effort by typical customer, as well as annual hours by activity for each service.

Indirect Expense

Some of the costs that the County incurs to support this work are from those outside of the direct service chain, or even outside of Open Space & Trails.

The analysis presents two types of indirect expense. The first is the Director (you) because of your indirect involvement in all of the office's operations. The second is the result of an annual report the County commissions to document the cost of administrative support outside of offices with direct public contact, but which ultimately benefits direct service offices.

Detail by Service

Some counties prefer to set some prices that recover less than the full cost of the work, even when they are entitled to charge more. In these cases, the desire may be to recover the cost of the staff time, or of staff time plus other departmental expenses.

This sheet shows cost in categories of direct labor, allocated non-salary expense, and indirect expense.

Elsewhere in the table is a reconciliation of the expenses to starting totals. That is a quality control step to verify that all expenses are flowing properly from source sheets to finding pages.

Assignable Hours

Not that it is specifically controlling, but there is a Federal regulation for how to perform cost studies (2 CFR Part 200, formerly known as OMB Circular A87). It amounts to something of an industry standard for cost studies (GAAP to an accountant). Those regulations explain the use of an assignable hours, or "productive hours" calculation.

The goal of this calculation is to treat paid leave (vacation, sick leave, holiday, etc.) as an overhead cost to each hour worked. If, hypothetically, a person accrued up to 15 percent of all eligible workdays as paid leave, the hourly rate for that person should be their cost divided by 85 percent of their time, not by 100 percent of their time. Take the case of a position entirely engaged in fee work. Unless we followed this convention, fees would pay 85 percent of the cost of the position, and taxes would have to fund the other 15 percent. Using this method, fee customers are treated the same as taxpayers.

There are two categories of staff for this analysis: full and part-time employment. Part-time staff do not accrue paid leave, except for holiday pay.

Appropriation

It would not be practical to ask the cost of an item such as office supplies used in support of a given activity, because it is not customary to measure the use of office supplies at such a micro level. Instead, we allocate appropriation line-item expenses based on each activity's share of total labor.

We departed from that when a particular item is used differently. For example, items budgeted for West Pinal are allocated only to West Pinal activities. Any items receiving special allocations are shown with a light green shading for background to make them easier to identify at a glance.

Billed Services

This is the place where the activities the study measures are listed. It includes the number of customers served, as well as the number of those customers that pay for the service. We

found no evidence of free services, but by allowing for the possibility, the model can estimate the revenue from activities whose customers may not all pay.

Peer Comparison

While it is fine to set prices different than other nearby jurisdictions, one generally wants to know if that is the case before deciding. We prepared a comparison of Pinal County's fees to other governments in the area, including the cities of Phoenix and Tucson, the counties of Maricopa and Pima, and the Arizona State Parks system.

In addition to the fee comparisons themselves are links to the source files should you wish to look to them for additional information.

Updating the Findings

We recommend that you revisit these findings every four or five years. Changes in technology, departmental process and appropriations can cause these findings to grow outdated. Unless you face more radical changes, we do not believe it is worth reviewing more often.

Thank you for the chance to be of service. Please call if you have questions.

Yours truly,

A handwritten signature in blue ink, appearing to read "Bruce Cowans", with a stylized flourish at the end.

Bruce Cowans

Enclosure

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget
Fee Study

February 24, 2021

Final Report

MGT Consulting Group, LLC
790 W. Frontage Road, Suite 110
Northfield, IL 60093

office (847) 441-4175

bcowans@mgtconsulting.com

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Pinal County, Arizona

Open Space and Trails

FY 19/20 Budget

Final Report

Customer Impact

Affect on Single Customer

	Billed service name	Price	Cost of billed services	Price minus cost	Current % cost recovery	Price at 25% cost recovery	Staff Recommends	Supervisors Decision
1	Dudleyville Park ballfield lights per hour	\$15.00	\$17.68	(\$2.68)	85%	\$4.42	\$15.00	
2	Dudleyville Park ballfield lights per day	\$40.00	\$17.68	\$22.32	226%	\$4.42	\$40.00	
3	Dudleyville Park ramada rental (NEW FEE)	\$0.00	\$17.68	(\$17.68)	0%	\$4.42	\$10.00	
4	Dudleyville Park ballfield rental (NEW FEE)	\$0.00	\$79.56	(\$79.56)	0%	\$19.89	\$40.00	
5	Dudleyville Multi-Generational Center per hr, 2 hr minimum	\$20.00	\$119.34	(\$99.34)	17%	\$29.83	\$25.00	
6	San Manuel Park ramada rental (NEW FEE)	\$0.00	\$13.22	(\$13.22)	0%	\$3.31	\$10.00	
7	Oracle Community Park ramada rental (NEW FEE)	\$0.00	\$16.16	(\$16.16)	0%	\$4.04	\$10.00	
8	West Pinal Park camping, per night (Passport America promo fee is \$5.00 per night for the first 2 consecutive nights only)	\$10.00	\$5.03	\$4.97	199%	\$1.26	\$10.00	
9	West Pinal Park group ramada per night per unit (\$35 Reservation Fee)	\$7.50	\$22.53	(\$15.03)	33%	\$5.63	\$7.50	
10	West Pinal Park ramada rental (NEW FEE)	\$0.00	\$15.02	(\$15.02)	0%	\$3.75	\$10.00	
11	Regional Trails, commercial tour, per person	\$15.00	\$19.43	(\$4.43)	77%	\$4.86	\$15.00	
12	Regional Trail one-day events, per person	\$2.50	\$5.83	(\$3.33)	43%	\$1.46	\$2.50	
13	Peralta Regional Park day use (NEW FEE, per vehicle)	\$0.00	\$13.96	(\$13.96)	0%	\$3.49	\$7.00	
14	Peralta Regional Park camping (NEW FEE)	\$0.00	\$16.36	(\$16.36)	0%	\$4.09	\$10.00	
15	Peralta Regional Park Group Picnic site rental (NEW FEE)	\$0.00	\$16.36	(\$16.36)	0%	\$4.09	\$20.00	
16	Peralta Regional Park Picnic Ramada rental (NEW FEE)	\$0.00	\$16.36	(\$16.36)	0%	\$4.09	\$10.00	

Pinal County, Arizona Open Space and Trails FY 19/20 Budget Billed service name		Final Report		Budget Impact				
		Budget Impact (based on paid customers)						
		Revenue (Price x # Paid)	Cost of billed services	Cost of billed services paid	Price minus cost to serve paying customers	Revenue at 25% cost recovery	Staff Recommends	Supervisors Decision
		Total	\$ 10,355	\$ 126,589	\$ 126,521	\$ (116,271)	\$ 31,647	\$ 71,068
1	Dudleyville Park ballfield lights per hour	\$15	\$18	\$18	(\$3)	\$4	\$15	\$0
2	Dudleyville Park ballfield lights per day	\$40	\$18	\$18	\$22	\$4	\$40	\$0
3	Dudleyville Park ramada rental (NEW FEE)	\$0	\$212	\$212	(\$212)	\$53	\$120	\$0
4	Dudleyville Park ballfield rental (NEW FEE)	\$0	\$80	\$80	(\$80)	\$20	\$40	\$0
5	Dudleyville Multi-Generational Center per hr, 2 hr minimum	\$660	\$3,938	\$3,938	(\$3,278)	\$985	\$825	\$0
6	San Manuel Park ramada rental (NEW FEE)	\$0	\$159	\$159	(\$159)	\$40	\$120	\$0
7	Oracle Community Park ramada rental (NEW FEE)	\$0	\$194	\$194	(\$194)	\$48	\$120	\$0
8	West Pinal Park camping, per night (Passport America promo fee is \$5.00 per night for the first 2 consecutive nights only)	\$9,120	\$4,589	\$4,589	\$4,531	\$1,147	\$9,120	\$0
9	West Pinal Park group ramada per night per unit (\$35 Reservation Fee)	\$105	\$68			\$17	\$23	\$0
10	West Pinal Park ramada rental (NEW FEE)	\$0	\$180	\$180	(\$180)	\$45	\$120	\$0
11	Regional Trails, commercial tour, per person	\$165	\$214	\$214	(\$49)	\$53	\$165	\$0
12	Regional Trail one-day events, per person	\$250	\$583	\$583	(\$333)	\$146	\$250	\$0
13	Peralta Regional Park day use (NEW FEE, per vehicle)	\$0	\$101,218	\$101,218	(\$101,218)	\$25,305	\$50,750	\$0
14	Peralta Regional Park camping (NEW FEE)	\$0	\$14,727	\$14,727	(\$14,727)	\$3,682	\$9,000	\$0
15	Peralta Regional Park Group Picnic site rental (NEW FEE)	\$0	\$196	\$196	(\$196)	\$49	\$240	\$0
16	Peralta Regional Park Picnic Ramada rental (NEW FEE)	\$0	\$196	\$196	(\$196)	\$49	\$120	\$0

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget

Final Report
Direct Staff Effort

Position	Grounds Maintenance (all parks)	Grounds Maintenance (West Pinal)	Park Ranger (Peralta)	Grounds Maintenance (Peralta)	Minutes per service
Assignable hours	1,776.00	988.00	4,440.00	1,776.00	
Hours assigned to billed services	102.08	107.34	1,362.33	963.58	
Other hours	1,673.92	880.66	3,077.67	812.42	
Percent of time for billed activities	5.7%	10.9%	30.7%	54.3%	
Cost per assignable hour					

#	Billed service name	Minutes per typical customer				
1	Dudleyville Park ballfield lights per hour	20.00				20.00
2	Dudleyville Park ballfield lights per day	20.00				20.00
3	Dudleyville Park ramada rental (NEW FEE)	20.00				20.00
4	Dudleyville Park ballfield rental (NEW FEE)	90.00				90.00
5	Dudleyville Multi-Generational Center per hr, 2 hr minimum	135.00				135.00
6	San Manuel Park ramada rental (NEW FEE)	20.00				20.00
7	Oracle Community Park ramada rental (NEW FEE)	20.00				20.00
8	West Pinal Park camping, per night (Passport America promo fee is \$5.00 per night for the first 2 consecutive nights only)		6.70			6.70
9	West Pinal Park group ramada per night per unit (\$35 Reservation Fee)		30.00			30.00
10	West Pinal Park ramada rental (NEW FEE)		20.00			20.00
11	Regional Trails, commercial tour, per person	20.00				20.00
12	Regional Trail one-day events, per person	6.00				6.00
13	Peralta Regional Park day use (NEW FEE, per vehicle)			10.00	6.70	16.70
14	Peralta Regional Park camping (NEW FEE)			10.00	10.00	20.00
15	Peralta Regional Park Group Picnic site rental (NEW FEE)			10.00	10.00	20.00
16	Peralta Regional Park Picnic Ramada rental (NEW FEE)			10.00	10.00	20.00

Demand	HOURS CONSUMED	Annual hours by service type				Total assignable hours
1	Dudleyville Park ballfield lights per hour	0.33	-	-	-	0.33
1	Dudleyville Park ballfield lights per day	0.33	-	-	-	0.33
12	Dudleyville Park ramada rental (NEW FEE)	4.00	-	-	-	4.00
1	Dudleyville Park ballfield rental (NEW FEE)	1.50	-	-	-	1.50
33	Dudleyville Multi-Generational Center per hr, 2 hr minimum	74.25	-	-	-	74.25
12	San Manuel Park ramada rental (NEW FEE)	4.00	-	-	-	4.00
12	Oracle Community Park ramada rental (NEW FEE)	4.00	-	-	-	4.00

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget

Final Report
Direct Staff Effort

Position		Grounds Maintenance (all parks)	Grounds Maintenance (West Pinal)	Park Ranger (Peralta)	Grounds Maintenance (Peralta)	Minutes per service
Assignable hours		1,776.00	988.00	4,440.00	1,776.00	
Hours assigned to billed services		102.08	107.34	1,362.33	963.58	
Other hours		1,673.92	880.66	3,077.67	812.42	
Percent of time for billed activities		5.7%	10.9%	30.7%	54.3%	
Cost per assignable hour						
#	Billed service name					
912	West Pinal Park camping, per night (Passport America promo fee is \$5.00 per night for the first 2 consecutive nights only)	-	101.84	-	-	101.84
3	West Pinal Park group ramada per night per unit (\$35 Reservation Fee)	-	1.50	-	-	1.50
12	West Pinal Park ramada rental (NEW FEE)	-	4.00	-	-	4.00
11	Regional Trails, commercial tour, per person	3.67	-	-	-	3.67
100	Regional Trail one-day events, per person	10.00	-	-	-	10.00
7,250	Peralta Regional Park day use (NEW FEE, per vehicle)	-	-	1,208.33	809.58	2,017.92
900	Peralta Regional Park camping (NEW FEE)	-	-	150.00	150.00	300.00
12	Peralta Regional Park Group Picnic site rental (NEW FEE)	-	-	2.00	2.00	4.00
12	Peralta Regional Park Picnic Ramada rental (NEW FEE)	-	-	2.00	2.00	4.00
	All other effort	1,673.92	880.66	3,077.67	812.42	6,444.66

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget

Final Report

Indirect Expense

Departmental Administration	\$ 92,000
Countywide Overhead	\$ 42,486
Total Allocated to Department	\$ 134,486

Departmental Administration

Name	Title	FTE	Cost	% Administrative	Overhead cost
	Director	1.00	92,000	100%	\$ 92,000
					\$ -
Total					\$ 92,000

Countywide overhead

per Central Service Cost Allocation Plan - support to Dept. 42,486

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget

Final Report

Detail by Service

#	Billed service name	Direct Labor	Allocated non-salary expenses	Indirect expense allocation	Total	Total cost, paying customers
1	Dudleyville Park ballfield lights per hour	\$ 6	\$ 7	\$ 5	\$ 18	\$ 18
2	Dudleyville Park ballfield lights per day	\$ 6	\$ 7	\$ 5	\$ 18	\$ 18
3	Dudleyville Park ramada rental (NEW FEE)	\$ 66	\$ 86	\$ 60	\$ 212	\$ 212
4	Dudleyville Park ballfield rental (NEW FEE)	\$ 25	\$ 32	\$ 22	\$ 80	\$ 80
5	Dudleyville Multi-Generational Center per hr, 2 hr minimum	\$ 1,229	\$ 1,597	\$ 1,112	\$ 3,938	\$ 3,938
6	San Manuel Park ramada rental (NEW FEE)	\$ 66	\$ 33	\$ 60	\$ 159	\$ 159
7	Oracle Community Park ramada rental (NEW FEE)	\$ 66	\$ 68	\$ 60	\$ 194	\$ 194
8	West Pinal Park camping, per night (Passport America promo fee is \$5.00 per night for the first 2 consecutive nights only)	\$ 1,020	\$ 2,043	\$ 1,525	\$ 4,589	\$ 4,589
9	West Pinal Park group ramada per night per unit (\$35 Reservation Fee)	\$ 15	\$ 30.09	\$ 22.46	\$ 68	
10	West Pinal Park ramada rental (NEW FEE)	\$ 40	\$ 80	\$ 60	\$ 180	\$ 180
11	Regional Trails, commercial tour, per person	\$ 61	\$ 98	\$ 55	\$ 214	\$ 214
12	Regional Trail one-day events, per person	\$ 166	\$ 267	\$ 150	\$ 583	\$ 583
13	Peralta Regional Park day use (NEW FEE, per vehicle)	\$ 46,487	\$ 24,510	\$ 30,221	\$ 101,218	\$ 101,218
14	Peralta Regional Park camping (NEW FEE)	\$ 6,590	\$ 3,644	\$ 4,493	\$ 14,727	\$ 14,727
15	Peralta Regional Park Group Picnic site rental (NEW FEE)	\$ 88	\$ 49	\$ 60	\$ 196	\$ 196
16	Peralta Regional Park Picnic Ramada rental (NEW FEE)	\$ 88	\$ 49	\$ 60	\$ 196	\$ 196
17	0	\$ -	\$ -	\$ -	\$ -	
	All other effort	\$ 134,253	\$ 193,002	\$ 96,516	\$ 423,771	

Pinal County, Arizona

Open Space and Trails

FY 19/20 Budget

Final Report**Assignable hours****Assignable hours**

Item	Staff average	Part time
Hours per day	8.00	8.00
Annual days paid	260.00	130.00
Base hours	2,080.00	1,040.00
Typical overtime hours per year	-	-
Annual hours paid	2,080.00	1,040.00
Paid time off hours accrual		
Vacation	120.00	
Holiday	80.00	
Training, meetings		
Sick Leave	104.00	52.00
Other		
Annual hours of deductions	(304.00)	(52.00)
Assignable hours per year	1,776	988

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget

Final Report

		1	2	3	4	5	6	7
Accounting Code Description		Dudleyville Park ballfield lights per hour	Dudleyville Park ballfield lights per day	Dudleyville Park ramada rental (NEW FEE)	Dudleyville Park ballfield rental (NEW FEE)	Dudleyville Multi- Generational Center per hr, 2 hr minimum	San Manuel Park ramada rental (NEW FEE)	Oracle Community Park ramada rental (NEW FEE)
Amount		0.00%	0.00%	0.04%	0.02%	0.83%	0.04%	0.04%
Code	Total	Percent of labor						
	\$ 225,602	\$ 7.17	\$ 7.17	\$ 86.04	\$ 32.26	\$ 1,597.04	\$ 32.58	\$ 67.83
	Dudleyville	38,200	7.17	7.17	86.04	32.26	1,597.04	
	Oracle	30,116						67.83
	West Pinal	19,821						
	Regional Trails	47,500						
	San Manuel (note:includes Steven Taylor salary and ERE which covers Dudleyville, Oracle and San Manuel)	14,464					32.58	
	Peralta Park							
	Supplies	19,034						
	Services	54,467						
	Volunteer incidentals	2,000						
			-	-	-	-	-	-
		-	-	-	-	-	-	-

Shading indicates special allocation. All other expenses are allocated in proportion to staff hours by activity

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget

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Accounting Code Description			8	9	10	11	12	13	14	15
			West Pinal Park camping, per night (Passport America promo fee is \$5.00 per night for the first 2 consecutive nights only)	West Pinal Park group ramada per night per unit (\$35 Reservation Fee)	West Pinal Park ramada rental (NEW FEE)	Regional Trails, commercial tour, per person	Regional Trail one-day events, per person	Peralta Regional Park day use (NEW FEE, per vehicle)	Peralta Regional Park camping (NEW FEE)	Peralta Regional Park Group Picnic site rental (NEW FEE)
Amount		Percent of labor	1.13%	0.02%	0.04%	0.04%	0.11%	22.47%	3.34%	0.04%
Code	Total	\$ 225,602	\$ 2,043.09	\$ 30.09	\$ 80.25	\$ 98.07	\$ 267.45	\$ 24,510.09	\$ 3,643.87	\$ 48.58
	Dudleyville	38,200								
	Oracle	30,116								
	West Pinal	19,821	2,043.09	30.09	80.25					
	Regional Trails	47,500				98.07	267.45			
	San Manuel (note:includes Steven Taylor salary and ERE which covers Dudleyville, Oracle and San Manuel)	14,464								
	Peralta Park									
	Supplies	19,034						6,179.06	918.63	12.25
	Services	54,467						17,681.77	2,628.72	35.05
	Volunteer incidentals	2,000						649.27	96.53	1.29
			-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-

Shading indicates special allocation. All other expenses are allocated

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget

Final Report

Appropriation

				16	
				Peralta Regional Park Picnic Ramada rental (NEW FEE)	All other effort
Accounting Code	Description	Amount			
		Percent of labor		0.04%	71.77%
Code	Total	\$	225,602	\$ 48.58	\$ 193,001.83
	Dudleyville		38,200		36,470.32
	Oracle		30,116		30,048.17
	West Pinal		19,821		17,667.57
	Regional Trails		47,500		47,134.48
	San Manuel (note:includes Steven Taylor salary and ERE which covers Dudleyville, Oracle and San Manuel)		14,464		14,431.42
	Peralta Park				-
	Supplies		19,034	12.25	11,911.82
	Services		54,467	35.05	34,086.42
	Volunteer incidentals		2,000	1.29	1,251.64
				-	-
			-	-	-

Shading indicates special allocation. All other expenses are allocated

Pinal County, Arizona
Open Space and Trails
FY 19/20 Budget

Billed Services

#	Billed service name		Annual Customers		
		Price	Total	Paid	Difference
1	Dudleyville Park ballfield lights per hour	15.00	1	1	-
2	Dudleyville Park ballfield lights per day	40.00	1	1	-
3	Dudleyville Park ramada rental (NEW FEE)	-	12	12	-
4	Dudleyville Park ballfield rental (NEW FEE)	-	1	1	-
5	Dudleyville Multi-Generational Center per hr, 2 hr minimum	20.00	33	33	-
6	San Manuel Park ramada rental (NEW FEE)	-	12	12	-
7	Oracle Community Park ramada rental (NEW FEE)	-	12	12	-
8	West Pinal Park camping, per night (Passport America promo fee is \$5.00 per night for the first 2 consecutive nights only)	10.00	912	912	-
9	West Pinal Park group ramada per night per unit (\$35 Reservation Fee)	35.00	3	3	-
10	West Pinal Park ramada rental (NEW FEE)	-	12	12	-
11	Regional Trails, commercial tour, per person	15.00	11	11	-
12	Regional Trail one-day events, per person	2.50	100	100	-
13	Peralta Regional Park day use (NEW FEE, per vehicle)	-	7,250	7,250	-
14	Peralta Regional Park camping (NEW FEE)	-	900	900	-
15	Peralta Regional Park Group Picnic site rental (NEW FEE)	-	12	12	-
16	Peralta Regional Park Picnic Ramada rental (NEW FEE)	-	12	12	-

Pinal County, Arizona	Personnel	Payroll	1 Staff average	1776
Open Space and Trails			2 Part time	988
			3 Position type c	2080
			4 Position type d	2080

Name	Title	FTE	Salary & Benefits	Assignable Hours	Assignable Group	Cost/hour
	TOTAL	5.50	\$190,272	8,980.00		
	Grounds Maintenance (all parks)	1.00		1,776.00	1	
	Grounds Maintenance (West Pinal)	1.00		988.00	2	
	Park Ranger (Peralta)	2.50		4,440.00	1	
	Grounds Maintenance (Peralta)	1.00		1,776.00	1	
				-	1	

Pinal County, Arizona

Comparison of Fees to Peer Governments Open Space and Trails

Activity	Pinal County	Variance to Peer Avg	Peer Avg	Maricopa County	City of Maricopa	Pima County	City of Apache Junction	Arizona State Parks
Ballfield lights per hour	\$ 15.00	\$ (2.00)	\$ 17.00		\$ 25.00	\$ 9.00	\$ 17.00	
Ballfield lights per day	\$ 40.00							
Ramada rental	\$ -	\$ (20.00)	\$ 20.00	\$ 30.00		\$ 25.00	\$ 10.00	\$ 15.00
Ballfield rental	\$ -	\$ (10.00)	\$ 10.00		\$ 10.00	\$ 10.00	\$ 10.00	
Multi-Generational Center per hr, 2 hr min.	\$ 20.00							
Camping, per night	\$ 10.00	\$ (5.67)	\$ 15.67	\$ 22.00		\$ 10.00		\$ 15.00
Trails, commercial tour, per person	\$ 15.00							
Trail one-day events, per person	\$ 2.50	\$ (0.50)	\$ 3.00	\$ 3.00				
Park day use	\$ -	\$ (7.00)	\$ 7.00					\$ 7.00
Group Picnic site rental	\$ -							

Notes

Maricopa County

<https://www.maricopacountyparks.net/fees/>

Ramada rental fees, small	\$ 30.00	<---
Ramada rental fees, medium	\$ 55.00	
Ramada rental fees, large	\$ 100.00	
Camping fees per night, developed	\$ 32.00	
Camping fees per night, semi-developed	\$ 22.00	<---

City of Maricopa

<https://www.maricopa-az.gov/Home/ShowDocument?id=2069>

Ballfield rental is \$50 per day for softball and \$125 for multi-fields

<https://www.maricopa-az.gov/home/showpublisheddocument?id=4973>

Pima County

https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Natural%20Resources%20Parks%20and%20Recreation/Master%20Plans%20and%20Manuals/Fee-Schedule.pdf

Ballfield light fee is per hour

Arizona State Parks

<https://azstateparks.com/fee-schedule/>

Camping fees are \$15-\$50 per night depending on level of improvements at site

Day use fees vary by site from \$6 to \$15, but most are \$7 per vehicle

City of Apache Junction

<http://www.apachejunctionaz.gov/DocumentCenter/View/21830/FacilityEquipment-Use-Guideline-r2020?bidId=>

Public Notice

NOTICE OF PUBLIC HEARING
ADOPTION OF A REVISED FEE
SCHEDULE FOR THE OPEN SPACE
AND TRAILS DEPARTMENT NOTICE
IS HEREBY GIVEN that a public hearing
will be held by the Pinal County Board of
Supervisors at 9:30 a.m. on the 23rd day
of June, 2021, in the Board of Supervisors
Hearing Room, 1891 Courthouse, 135 N
Pinal Street, Florence, Arizona 85132,
to consider: Approval and update of a
revised fee schedule for the Open Space
and Trails Department. Copies of the
proposed FEE SCHEDULE are available
for review on the Pinal County website
at www.pinal.gov. ALL PERSONS
INTERESTED IN THIS MATTER MAY
APPEAR AND SPEAK AT THE PUBLIC
HEARING AT THE TIME, DATE AND
PLACE DESIGNATED ABOVE. DATED
this 24th day of May, 2021 BOARD
OF SUPERVISORS PINAL COUNTY,
ARIZONA Natasha Kennedy Clerk of the
Board of Supervisors
MINER Legal 5/26/21

State of Arizona
County of Pinal

AFFIDAVIT OF PUBLICATION

James Carnes being first duly sworn deposes and says that he is a representative of the *San Manuel Miner*, a legal newspaper published weekly at San Manuel, in the County of Pinal, State of Arizona that the legal entitled, NOTICE OF PUBLIC HEARING ADOPTION OF A REVISED FEE SCHEDULE FOR THE OPEN SPACE AND TRAILS DEPARTMENT, a printed copy of which is hereto attached, has been or will be published in all the regular weekly editions of said newspaper (and not a supplement thereof) for ONE week, the date of publication being as follows, to-wit:

5/26/21



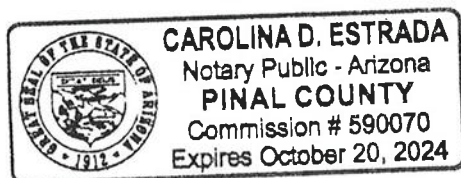
Representative

Subscribed and sworn to before me this

27 DAY OF May, 2021



Notary Public





AGENDA ITEM

June 23, 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. 062321-RD20-119 ordering the abandonment and extinguishment of an easement comprising a portion of a portion of Saddle Butte Street, 30 feet wide, commencing at Vista Road and proceeding west to Tomahawk Road for approximately 165.28 feet, located within, Section 3, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Supervisor District #5. (RD20-119) (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:

Approve as presented

History	Who	Approval
Time		
6/11/2021 8:57 AM	County Attorney	Yes
6/11/2021 9:18 AM	Budget Office	Yes
6/11/2021 10:40 AM	County Manager	Yes
6/14/2021 10:29 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 SADDLE BUTTE 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 of a portion of Saddle Butte Street, 30 feet wide, commencing at Vista Road and proceeding west to Tomahawk Road for approximately 165.28 feet, located within Supervisory District #5, Section 3, 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, consent for the abandonment has been obtained from all affected utilities; 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 Saddle Butte Street, 30 feet wide, commencing at Vista Road and proceeding west to Tomahawk Road for approximately 165.28 feet, located within Supervisory District #5, Section 3, 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 North 30.0 feet of the East half of Lot 55, Section 13, Township 1 North,
Range 8 East of the Gila and Salt River Base and Meridian, Pinal County,
Arizona.

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

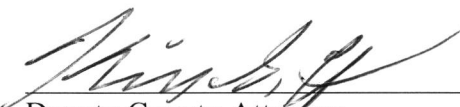
PASSED AND ADOPTED this _____ day of _____ 2021,
by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

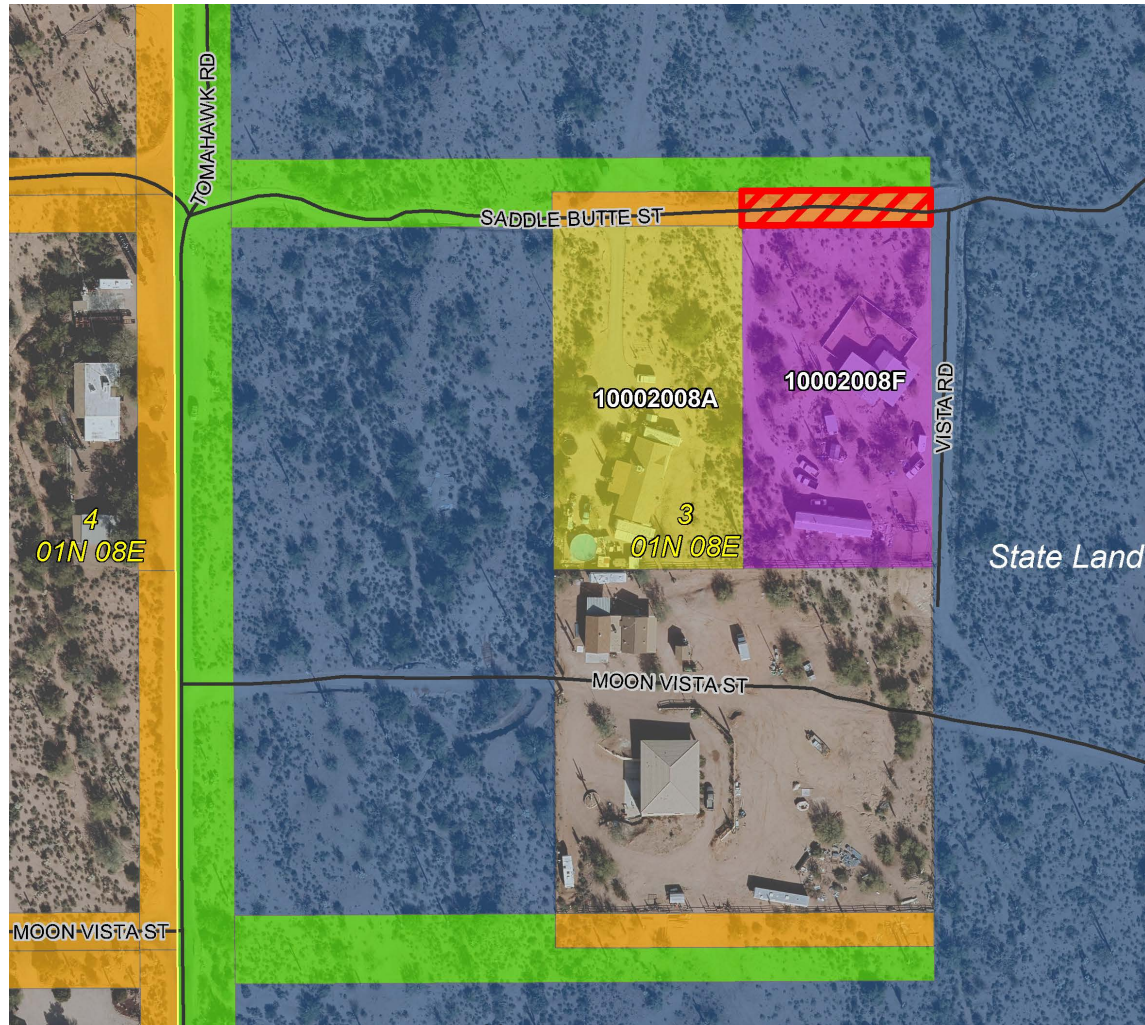


Deputy County Attorney

Saddle Butte Street (30') – Vista Road West 165'

- Northern Apache Junction Area - Section 3 T1N R8E
- Cheryl M Clark – *Parcel No. 100-02-008F*
 - ▣ Dead end roadway; unsolicited activity
- Staff reasons FOR abandonment:
 - ▣ Saddle Butte St from Tomahawk Road west does not exist as a usable roadway (private drive).
 - ▣ 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.

Saddle Butte Street (30') – Vista Road West 165'



SADDLE BUTTE STREET

At beginning
of Clark
parcel looking
East



SADDLE BUTTE STREET

At beginning
of Clark
parcel looking
West



QUESTIONS?

Celeste Garza
Assistant County Engineer
Public Works Department
Celeste.Garza@pinal.gov
520-866-6402
520-705-3539 (c)



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disproval of award of 210521 ITN and purchase and sales agreement between Pinal County (Seller) and AGW Holdings, LLC (Buyer) for a Town of Florence development project. (Shonna McBride/Joe Ortiz)

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 aren't any expected performance impacts associated with this agenda item.

MOTION:

Approve award of 210521 ITN and purchase and sales agreement between Pinal County (Seller) and AGW Holdings, LLC (Buyer) for a Town of Florence development project.

History		
Time	Who	Approval
6/14/2021 8:36 AM	County Attorney	Yes
6/15/2021 11:31 AM	Budget Office	Yes
6/16/2021 11:17 AM	County Manager	Yes
6/16/2021 2:27 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [210521 ITN - Town of Florence Property Sale](#)

To: Pinal County Board of Supervisors

From: Shonna McBride, Purchasing Manager

Date: June 23, 2021

Re: Contract Award of ITN #210521 Town of Florence Development Project

Background

This sale is made pursuant to the County's economic development authority under A.R.S. 11-254.04 as part of a redevelopment plan in conjunction with the Town of Florence.

Invitation to Negotiate 210521 was published to solicit proposals from suppliers for a Town of Florence Property Development Project with the intent to negotiate with the supplier whose response represents the best value to the county.

Selection Process

One (1) proposal was received and opened on March 11, 2021 at 2:15 p.m. The proposal was deemed responsive and responsible and was evaluated by a three-person committee. Proposals were scored on Experience and Qualifications and Project Concept.

Responders:

AGW Holdings LLC

Evaluation and Award Determination

A summary of the evaluation scores for the Responder is included below:

Supplier	Total	Experience & Qualifications	Project Concept
	/1000 pts	/500 pts	/500 pts
AGW Holdings, LLC	750 pts	350 pts.	400 pts.

Recommendation

After review and scoring of the proposals by the evaluation committee, and after negotiations with AGW Holdings, it is recommended that the Board of Supervisors approve the Purchase and Sales Agreement between Pinal County and AGW Holdings, LLC.

The Board is also requested to authorize the Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Purchasing Manager, Shonna McBride and Deputy Director, Public Works, Joe Ortiz.

Respectfully submitted,

Shonna McBride

Shonna McBride, NIGP-CPP, CPPB, CPSM, C.P.M.

Purchasing Manager

520-866-6265

Shonna.mcbride@pinal.gov

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") is entered into effective as of June 23, 2021, by and between Pinal County, a political subdivision of the State of Arizona ("Seller") and AGW Holdings, LLC ("Buyer"), on the following terms and conditions:

1. **Sale and Purchase.** On the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller approximately 13,036 square feet of the real property generally located at 383 N Main Street, Florence, Pinal County, Arizona, Assessor Parcel No. 200-48-067A, and legally described and depicted on Exhibit A, together with all of Seller's rights, title and interest in and to any improvements located thereon; (a) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights and air rights; (b) all oil, gas, and mineral rights not previously reserved; and (c) any other rights or privileges appurtenant to such real property (collectively, the "Property").

2. **Escrow and Title Company.** The Seller and Buyer shall open an escrow ("Escrow") with Security Title Agency, Inc., 4722 N 24th St, Suite 200, Phoenix, AZ 85016, Attn: Jason Bryant ("Title Company") to facilitate the consummation of the sale of the Property. This Agreement shall also serve as escrow instructions to Title Company. The Seller and Buyer shall provide additional instructions reasonably requested by Title Company in connection with opening the Escrow or otherwise facilitating the consummation of the sale of the Property, not inconsistent with the terms of this Agreement. In the event of any conflict or inconsistency between any additional Escrow Instructions requested by Title Company and this Agreement, the provisions of this Agreement shall prevail.

3. **Purchase Price; Earnest Money; Right to Rental Payments.**

3.01 **Purchase Price.** The purchase price ("Purchase Price") to be paid by Buyer for the Property shall be fifty-two thousand dollars (\$52,000.00). The Purchase Price shall be paid in cash or certified funds as follows:

(a) Payment of Five Thousand and 00/100 Dollars (\$5,000.00) Earnest Money as set forth in Section 3.02.

(b) Payment of remainder of the Purchase Price at Closing ("Closing Payment").

3.02 **Earnest Money.** On the Opening of Escrow (as defined in Section 4.01), Buyer shall deposit with the Title Company the amount of Five Thousand and No/100 Dollars (\$5,000.00) ("Earnest Money"). The Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period (as defined in Section 6.02(b)), except as otherwise provided in this Agreement.

If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be credited toward the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money shall be held and delivered by the Title Company as hereinafter provided.

4. Escrow Opening and Closing.

4.01 Opening of Escrow. The Title Company shall sign and date this Agreement on the space provided at the end of this Agreement, indicating that Escrow has been opened as of such date ("Opening of Escrow"), which date shall be the date at which Title Company is in possession of a fully executed Agreement and the Earnest Money. The Title Company shall provide a copy of the fully executed Agreement to the Seller and Buyer within five (5) days of the Opening of Escrow.

4.02 Closing. The closing of this transaction and escrow (the "Closing" or "Close of Escrow") shall occur thirty (60) days after the expiration of the Feasibility Period (as defined in Section 6.02(b)), unless otherwise agreed to in writing by both parties.

5. Title

5.01 Status of Title. Within five (5) days after Opening of Escrow, or as soon thereafter as possible, Title Company shall provide Buyer and Seller with a current commitment for title insurance (the "Title Commitment") for the Property, disclosing all matters of record and other matters of which Title Company has knowledge which relate to the title to the Property, and a legible copy of each of the instruments and documents referred to in the Title Commitment. The Title Commitment shall include Title Company's requirements for Closing and issuing its title policy. Seller shall satisfy those requirements of Seller requiring a release of consensual monetary encumbrances on or before the Closing. Buyer shall have ten (10) days after receipt of the Title Commitment and copies of all instruments and documents referred to in the Title Commitment, or five (5) days after the receipt of any amendment thereto and copies of all instruments and documents referred to therein, to object in writing to Seller to any matter shown thereon. If Buyer fails to object within said period, the condition of title to the Property shall be deemed approved. If Buyer timely objects to any matter disclosed by the Title Commitment or any amendment thereto, the Seller may, but is not obligated, to use reasonable efforts to cure such objection(s) (although in no event shall the Seller be required to expend funds) within fifteen (15) days thereafter. If, within such 15-day period, the Seller is unsuccessful or responds that it is unwilling to cure Buyer's objection(s), Buyer shall have five (5) days following notice from the Seller of its inability or unwillingness to cure in which Buyer shall elect by delivering written notice to the Seller and Title Company either to (a) waive its objection(s); or (b) terminate this Agreement. If Buyer elects to terminate this Agreement, Title Company shall deliver the Earnest Money to Buyer without further notice to or from the Seller and neither party shall thereafter have any further rights or obligations hereunder except for those obligations that survive the termination of this Agreement or the Close of Escrow as provided in this Agreement. Failure by Buyer to make a timely election shall constitute an election to terminate this Agreement. Failure by the Seller to give any notice shall constitute the Seller's election not to cure. Notwithstanding anything else stated herein, in all events, regardless of whether Buyer has given notice of objection as stated above, the Seller shall be obligated to satisfy and otherwise remove all monetary and financial liens and encumbrances in existence at the time of execution of this Agreement or incurred by the Seller on or before Closing hereunder (other than current taxes not yet due). Any title exceptions which have been not been objected to or waived by Buyer shall be called "Permitted Title Exceptions."

5.02 Title Policy. At Closing, Title Company shall furnish to Buyer a standard owner's policy of title insurance in the amount of the Purchase Price for the Property insuring Buyer's title to the Property, subject only to the usual printed exceptions contained in such title insurance policies and those matters approved by Buyer pursuant to Section 5.01. Buyer may request an ALTA extended coverage policy. The Seller shall pay the premium for a standard coverage owner's policy and Buyer shall pay the difference in premium cost between an ALTA

extended coverage and a standard owner's policy and the cost of any endorsements requested by Buyer.

5.03 Survey. As soon as reasonably possible after the Opening of Escrow, the Seller shall obtain an ALTA survey to establish the legal description of the Property. Buyer shall have until the end of the Feasibility Period, but not less than ten (10) days to review and approve the Survey of the Property. The Seller shall furnish to Buyer a final ALTA survey of the Property prior to the Close of Escrow.

6. Preliminary Due Diligence; Examination of Property.

6.01 Preliminary Due Diligence. Within five (5) days after the Opening of Escrow, or as soon thereafter as possible, Seller shall provide to Buyer the following information (the "Property Information"), to the extent the Property Information is in the Seller's possession or control: an ALTA survey including existing cross-access easements, drainage easements, ditch easements and/or utility easements/agreements, title report, flood zone status/Elevation Certificate, proof of legal access, septic system reports and permits, well documentation and water rights, Phase 1 report or any other environmental studies or approvals related to current or past operations on the Property of which the Seller has knowledge, soil and archeological studies, tax information, Seller's Property Disclosure Statement, list of mechanical equipment or other ancillary assets that will stay with the Property, Seller's corporate information and other information Seller may have in its possession concerning the Property ("Preliminary Items of Due Diligence").

The Seller makes no representation or warranty whatsoever regarding the Property Information, except that the Seller has no actual knowledge of any incorrect information contained therein (and such representation is made without investigation or review by the Seller of the Property Information). The Seller nor any of its respective officers, directors, employees, attorneys, engineers, agents or representatives shall be deemed to make or have made any representation or warranty as to the adequacy, validity, accuracy, fitness for a particular purpose or completeness of the Property Information, and neither Seller nor any of its officers, directors, employees, attorneys, engineers, agents or representatives shall have any liability resulting from the use of or reliance on the Property Information. If this transaction does not close for any reason, Buyer shall not use any Property Information provided to Buyer and shall return the same and any copies thereof to the Seller.

Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey the Property to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" except to the extent expressly provided otherwise in this Agreement or any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement or any document executed by Seller and delivered to Buyer at Closing, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, the Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Feasibility Period, Buyer acknowledges that Seller has afforded Buyer a full

opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

6.02 Examination of Property.

(a) Buyer, its agents or employees may enter upon the Property for the purposes of inspecting the Property, conducting environmental, soil, engineering, structural and other tests as Buyer may deem necessary. Buyer shall restore the affected portion of the Property to its condition prior to the performance of such studies or inspections. Buyer agrees to indemnify, defend and hold the Seller harmless for, from and against any liability and/or damages caused by Buyer in exercising the foregoing license (unless arising from Seller's gross negligence or willful misconduct), including, but not limited to any and all costs, expenses and attorneys' fees, through all mediation, arbitration, trial and appellate proceedings, and agrees that this obligation to indemnify shall survive any termination of this Agreement and the Close of Escrow. All expenses incurred in connection with the exercise of such license by Buyer shall be the responsibility of Buyer.

(b) Notwithstanding any provisions herein to the contrary, Buyer may terminate this Agreement, for any reason, by delivering written notice of such termination to the Seller and Title Company on or before the thirtieth (30th) day following the Opening of Escrow. The period between the Opening of Escrow and the last date on which Buyer may terminate this Agreement in accordance with the provisions of this Section 6.02(b) is herein called feasibility period ("Feasibility Period"). If Buyer elects to terminate this Agreement pursuant to this Section 6.02(b), the Title Company shall deliver the Earnest Money to Buyer without further notice to or from the Seller and neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement or the Close of Escrow as provided in this Agreement.

7. Representations and Warranties.

7.01 Seller's Representations and Warranties. The Seller makes the following representations and warranties, all of which shall be true and correct at the Closing and which shall survive Closing:

(a) To the Seller's actual knowledge, and except as reflected in the Title Documents, there are no claims, actions, suits, or other proceedings pending or threatened or any governmental department or agency or any other corporation, partnership, entity or person whomsoever, nor any voluntary actions or proceedings contemplated by the Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title or interest in and to the Property, or the Seller's ability to perform the Seller's obligations under this Agreement.

(b) The Seller has the full power and authority to enter into and perform this Agreement according to the terms hereof and the individuals executing this Agreement and all documents delivered pursuant to this Agreement on behalf of the Seller are authorized to do so.

(c) To the Seller's actual knowledge, and except as reflected in the Title Documents, there are no agreements, commitments or understandings by or between the Seller and any third party pursuant to which the Seller or its successors in interest are required to convey, dedicate, sell or transfer any part of the Property or to grant any easement, water right, right-of-way, road or license in respect to any part of the Property.

(d) To the Seller's actual knowledge, the Seller has not received any notices and the Seller is not otherwise aware that the Property was not or is not in compliance with all federal, state of Arizona and local laws, ordinances and regulations relating to environmental protection, occupational health and safety, public health and safety or public nuisance or menace (collectively "Environmental Laws"). To the Seller's actual knowledge there has been no production, storage, transport, release, spillage or disposal upon the Property of any hazardous substances, hazardous waste, hazardous materials, toxic substances, contaminants, or any other substances declared to be hazardous or toxic under any Environmental Laws.

(e) To the Seller's actual knowledge, there is no pending or threatened condemnation or similar proceedings affecting the Property or any part thereof and the Seller has no knowledge that any such proceeding is presently contemplated.

(f) This Agreement and all documents required hereby to be executed by the Seller are and shall be valid, legally binding obligations of, and enforceable against the Seller, in accordance with their terms.

(g) There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof.

(h) Except as otherwise expressly set forth in this Agreement and the Deed, neither the Seller nor its officers, employees, agents, representatives, attorneys or contractors (collectively "Seller's Parties") have made any representations, guaranties, promises, assurances or warranties, express or implied, to Buyer including, without limitation, any pertaining to the suitability of the Property for any purpose, the profitability of owning or operating the Property, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Property for Buyer's intended use or for any use whatsoever, the rentals, income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the condition of title thereto, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the Property, or as to any past, present or future matter whatsoever. The Seller acknowledges and agrees that this disclaimer has been specifically negotiated and that the Property will be sold in the condition described in Section 6.01. Buyer acknowledges that it will have the opportunity to inspect the Property during the Inspection Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and the Property and adjacent areas as Buyer deems necessary. Buyer hereby forever releases and discharges Seller from all responsibility and liability, including without limitation, liabilities and responsibilities for matters relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the Effective Date, under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended

("CERCLA"), regarding the condition, valuation, salability, rentability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Buyer further hereby waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property, including, without limitation, the landlord's obligations under the Leases relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the Effective Date. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation. For purposes hereof, "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

7.02 Buyer's Representations and Warranties. Buyer represents and warrants to the Seller:

(a) Buyer has the full power and authority to enter into and perform this Agreement according to the terms hereof and the individual executing this Agreement on behalf of Buyer is authorized to do so.

(b) This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of, and enforceable against Buyer, in accordance with their terms.

(c) Buyer acknowledges and agrees that with the aid of independent expert advice it will have had an opportunity to satisfy, prior to the expiration of the Feasibility Period, itself regarding the condition of the Property, and that the Property will be purchased "**AS IS AND WITH ALL FAULTS**". The Buyer acknowledges and agrees that this disclaimer has been specifically negotiated and that the Property will be sold in its then-present condition.

8. Remedies.

8.01 Seller's Remedies. In the event Buyer fails to perform its obligations pursuant to this Agreement for any reason except due to the Seller's default or failure to perform its obligations hereunder, the Seller shall be entitled as its sole remedy to terminate this Agreement and Title Company shall deliver to the Seller the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder. The Seller and Buyer agree that the Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the amount of the Earnest Money is a fair estimate of those damages which has been agreed to in an

effort to cause the amount of said damages to be certain. Nothing in this Section shall limit the Seller's right to recover attorneys' fees under Section 8.03 below.

8.02 Buyer's Remedies. If the Seller (1) fails to perform any of its obligations under this Agreement prior to the Closing for any reason other than the default of Buyer or the termination of this Agreement (and such failure continues for a period of ten (10) days following written notice to the Seller), or (2) breaches a representation and warranty, then the Seller shall be in default under this Agreement and, as Buyer's sole and exclusive remedy, Buyer may elect to: (i) waive the default and proceed to close this transaction and the Escrow; or (ii) pursue specific performance of this Agreement; or (iii) terminate this Agreement and receive the Earnest Money from the Title Company; provided, however, if specific performance is unavailable because of the affirmative or intentional acts or omissions of the Seller, Buyer may bring suit for damages as a result of the Seller's default hereunder. As a condition precedent to Buyer's right to pursue specific performance under section (ii) above, Buyer shall (a) not be in default under this Agreement; and (b) file suit therefore in the Superior Court of Arizona in Pinal County, Arizona on or before 5:00 pm MST on or before the date that is sixty (60) days immediately following the scheduled Closing Date. Nothing in this Section shall limit Buyer's right to recover attorneys' fees under Section 8.03 below.

8.03 Attorneys' Fees. In the event either party hereto is required to employ an attorney because of the other party's default, then the defaulting party shall pay the non-defaulting party's reasonable attorneys' fees incurred in the enforcement of this Agreement.

8.04 Waiver. Seller and Buyer waive the right to pursue consequential or punitive damages against the other.

9. Conditions Precedent to the Seller's Obligations. The obligations of the Seller under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by the Seller:

(a) All representations and warranties made by Buyer in this Agreement and in any written statements delivered to the Seller by Buyer under this Agreement shall be true and correct as of the Closing.

(b) Buyer shall have performed and complied with all obligations of Buyer required by this Agreement to be performed or complied with by Buyer on or prior to the Closing.

(c) All documents required to be delivered by Buyer on or prior to the Closing shall have been properly executed by Buyer and delivered to Escrow Agent or the Seller in form and substance reasonably satisfactory to Seller.

10. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by Buyer:

(a) All representations and warranties made by the Seller in this Agreement and in any written statement delivered to Buyer by the Seller under this Agreement shall be true and correct as of the Closing.

(b) The Seller shall have performed and complied with all its respective obligations required by this Agreement to be performed or complied with by it on or prior to the Closing.

(c) All documents required to be delivered by the Seller on or prior to the Closing shall have been properly executed by the Seller and delivered to Escrow Agent or Buyer in form and substance reasonably satisfactory to Buyer.

(d) Title Company shall have irrevocably committed to issue the Title Policy.

11. Closing.

11.01 Closing Matters.

(a) At Closing, the Seller shall execute, deliver and acknowledge the following documents:

(i) A warranty deed ("Deed") conveying the Property, subject only to ad valorem taxes for the year of closing and applicable Permitted Title Exceptions;

(ii) An affidavit, signed and acknowledged by the Seller under penalties of perjury, certifying that the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and Section 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations;

(iii) An affidavit of property value as required by law; and

(iv) Such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the lender for the Buyer.

(b) At Closing, Buyer shall:

(i) Deliver the Closing Payment to Title Company;

(ii) Execute and deliver an affidavit of property value as required by law;

(iii) Execute and deliver such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the lender for Buyer or the Title Company.

(c) Title Company shall transfer the Cash Payment to the Seller by wire transfer upon the Close of Escrow.

(d) Possession of the Property shall be delivered to Buyer at Closing.

11.02 Taxes. At Closing, all taxes (real and personal), fees and assessments, if applicable, shall be prorated as of the date of the Closing in accordance with the prorations customarily used for commercial properties in the area of the Property.

11.03 Closing Costs. Escrow fees charged by Title Company shall be paid one-half (1/2) by the Seller and one-half (1/2) by Buyer. The Seller shall pay the premium chargeable for a Standard's Owners Policy of Title Insurance and if Buyer desires to have ALTA Extended Coverage, then Buyer shall pay the incremental portion of the premium applicable to the extended coverage. The Seller shall pay the fee for recording the Deed. Except as otherwise provided in Section 8.03,

each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction, which is the subject of this Agreement.

11.04 Commissions. Neither Seller nor Buyer have retained or engaged a real estate broker, commission agent or any other person who is or may be entitled to payment of a commission or finder's fee or other compensation in connection with the transaction contemplated by this Agreement. Seller and Buyer shall indemnify, hold harmless and defend the other, its successors and assigns for, from and against any and all claims, demands, actions, costs and expenses, including reasonable attorney and accounting fees and court costs arising out of any claim by any real estate broker or other person claiming through the indemnifying party that such person is entitled to any commission or fee in connection with this transaction. The provisions of this Section 11.04 shall survive the Closing.

12. Condemnation and Risk of Loss.

12.01 Condemnation. If, prior to Closing, any governmental authority, other than Buyer, or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before ten (10) days prior to Closing, Buyer shall be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all such condemnation proceeds. In the event Buyer elects to terminate this Agreement under this Section 12.01, the Title Company shall forthwith return to Buyer the Earnest Money and neither party to this Agreement shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement or the Close of Escrow as provided in this Agreement.

12.02 Risk of Loss. The risk of loss or damage to the Property and all liability to third persons until the Close of Escrow shall be borne by the Seller. Buyer shall assume all risks of loss or damage to the Property and all liability to third persons upon the Close of Escrow.

13. Miscellaneous.

13.01 Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery, email, or facsimile transmission (facsimile transmission must include verification of transmission) or one (1) business day after being deposited with any commercial air courier or express service providing next day delivery, addressed as follows:

To the Seller: Pinal County
Attn: Leo Lew, County Manager
P.O. Box 827
Florence, AZ 85132
Email: Leo.Lew@pinal.gov

To Buyer: AGW Holdings, LLC
Attn: Ashley Wilson, Manager
8557 W Pleasant Oak Way
Florence, AZ 85132
Email: ash.wilson801@gmail.com

Escrow Agent: Jason Bryant
Security Title, Inc.
4722 N 24th St, Suite 200
Phoenix, AZ 85016
Fax No.: 602-230-6268
Email: jrbryant@securitytitle.com

Buyer, the Seller or Escrow Agent may change its address for notice by giving notice in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers or e-mail addresses provided in this Agreement are for aiding informal communications only, and notices shall not be effective if provided orally or if sent only by e-mail.

13.02 Time of the Essence; Date of Performance. Time is of the essence of this Agreement, and Buyer and the Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or the giving of any notice which is required hereunder, occurs on a Saturday, Sunday or legal holiday, the date for performance or giving of notice shall be the next succeeding business day.

13.03 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

13.04 Waiver. The waiver by either party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

13.05 Entire Agreement. This Agreement, contains the entire agreement of the parties hereto with respect to the matters covered hereby, supersedes all prior agreements, arrangements and understandings between the parties and no other agreement, statement or promise made by either party hereto that is not contained herein shall be binding or valid. All exhibits to this Agreement are by this reference incorporated herein.

13.06 Amendments. This Agreement may be amended only by written document signed by each of the parties hereto.

13.07 Further Performance. Each party shall, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions, as may be reasonably necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

13.08 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A party's signature on this Agreement or any amendment hereto may

be provided by facsimile or electronically scanned and shall be effective upon transmission to the other party hereto.

13.09 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

13.10 Governing Law; Venue. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of Arizona, without giving effect to the principles of conflicts of law. The parties agree that should any court action be commenced relating to this Agreement, that the Pinal County Superior Court shall be the appropriate and exclusive venue therefore. The parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

13.11 Dispute Resolution. In the event a dispute arises under this Agreement, Buyer and Seller agree that there shall be a thirty (30) day moratorium on litigation during which time the Buyer and the Seller agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association ("AAA") but shall not be under the administration of the AAA unless agreed to by the Buyer and the Seller in writing, in which case all administrative fees shall be divided evenly between the Buyer and the Seller. The matter in dispute shall be submitted to a mediator mutually selected by Buyer and the Seller. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the Buyer and the Seller shall request that the Presiding Judge of the Superior Court in and for the County of Pinal, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years of experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between the Buyer and the Seller. The results of the mediation shall be nonbinding with either Buyer or the Seller free to initiate litigation upon the conclusion of the latter of the mediation or of the thirty (30) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238, to the extent allowed by the Arizona Open Meetings Law, § 38-431 et. seq.

13.12 Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular paragraph to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neutral pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be constructed according to its fair meaning and neither for nor against either party hereto.

13.13 Tax Reporting. Title Company, as the party responsible for Closing the transaction contemplated hereby within the meaning of Section 6045(e) of the Code, shall file all necessary information, reports, returns and statements (collectively, the "Tax Reports") regarding this transaction as required by the Code, including, without limitation, the Tax Reports required pursuant to Section 6045 of the Code. Title Company further agrees to indemnify and hold Buyer and Seller, and their respective attorneys and brokers, harmless from and against all claims, costs, liabilities, penalties, or expenses resulting from Title Company's failure to file the Tax Reports which Title Company is required to file pursuant to this paragraph.

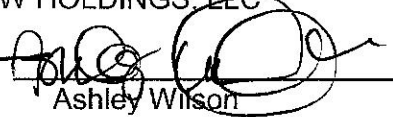
13.14 Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

13.16 Assignment. Buyer shall not have the right to assign its rights under this Agreement without the consent of Seller in its sole and absolute discretion...

IN WITNESS WHEREOF, Buyer and the Seller have executed this Agreement effective as of the date first written above.

BUYER:

AGW HOLDINGS, LLC

By: 
Ashley Wilson
Its: Manager

SELLER:

Pinal County, a political subdivision of
the State of Arizona

By: _____
Chair of the Board

Attest:

Approved as to form:

By: _____
Natasha Kennedy
County Clerk

By: _____
Kevin Costello
County Attorney

ACKNOWLEDGEMENT AND AGREEMENT BY TITLE COMPANY

The Title Company hereby acknowledges receipt of a fully executed copy of this Agreement on this ____ day of June, 2021, and agrees to accept, hold, deliver and disburse the Earnest Money, together with all interest accrued thereon and received by the Title Company, strictly in accordance with the terms and provisions of this Agreement and without the necessity of further consent or instruction by Seller or Buyer. The Title Company is hereby designated as, and agrees to undertake the obligations of, the Reporting Person pursuant to Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder.

By: _____
Jason Bryant
Security Title Agency, Inc.
4722 N 24th St, Suite 200
Phoenix, AZ 85016

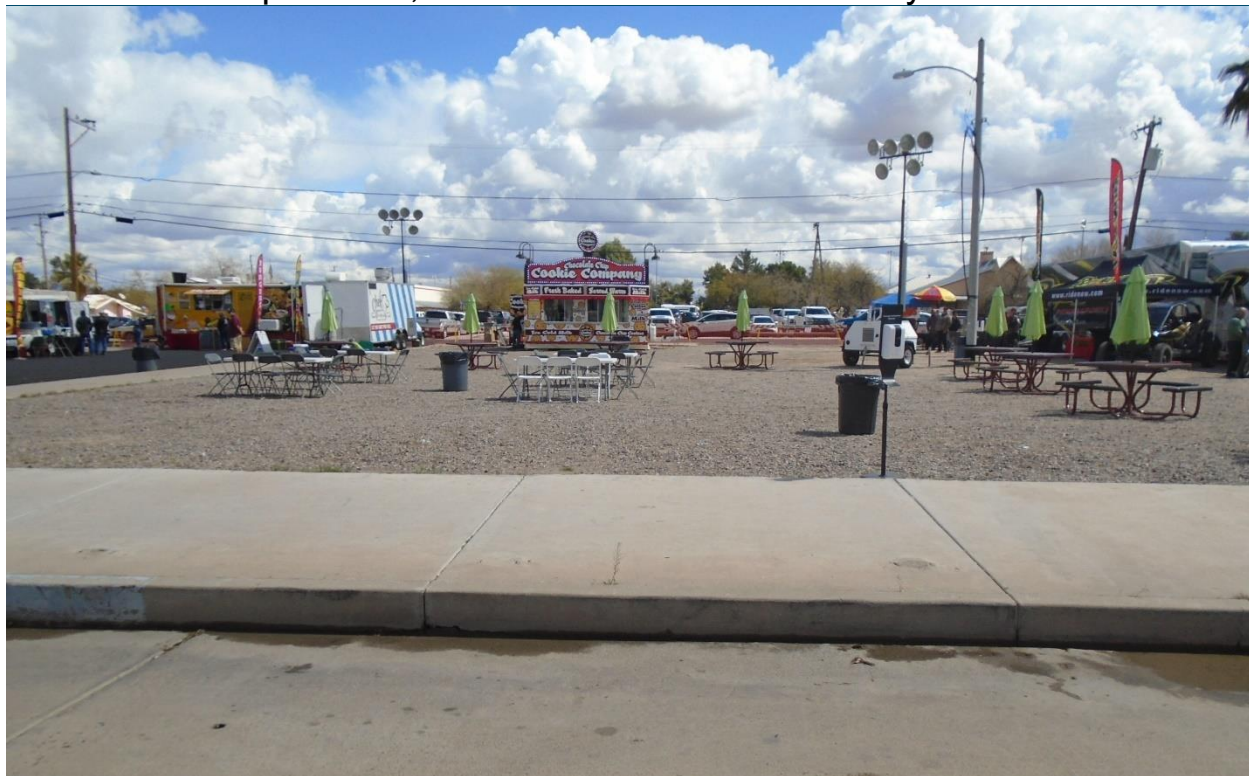
EXHIBIT A

Legal Description of the Property

FLORENCE TOWNSITE: N-104' OF BLK 104

An Appraisal Report of

A 13,036 square foot parcel of land located at the southeast corner of Main Street and 6th Street in Florence, Arizona, owned by Pinal County Welfare and Health Department, and identified as Pinal County APN 200-48-067A



PREPARED FOR

Ms. Laura Gilbreath
Real Property Manager
Pinal County Public Works Department
PO Box 727
Florence, Arizona 85132

EFFECTIVE DATE OF THE APPRAISAL

March 13, 2021

PREPARED BY

J. Douglas Estes, MAI, SR/WA
Landpro Valuation
1128 East Greenway Street, Suite 104
Mesa, Arizona 85203
www.landprovaluation.com

FILE NUMBER

21.0141



March 17, 2021

Ms. Laura Gilbreath
Real Property Manager
Pinal County Public Works Department
PO Box 727
Florence, Arizona 85132

Re: An appraisal of a 13,036 square foot parcel of land located at the southeast corner of Main Street and 6th Street in Florence, Arizona
Landpro Valuation File Number 21.0141

Dear Ms. Gilbreath:

At your request, I have appraised the above-referenced real property. The objective of this appraisal is to provide an opinion of the market value of the fee simple interest in the property. The intended user of this appraisal is Pinal County. The intended use of this appraisal is in asset management decisions.

As a result of my investigation and analysis, it is my opinion that the market value of the property is **\$52,144**.

This valuation is based upon the attached report and all of the assumptions and limiting conditions contained therein, including the understanding that I have no control of the use to which the report may be put by a subsequent reader of this report. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which he is connected, nor any reference to the Appraisal Institute or the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without prior written consent and approval of the undersigned.

I refer the reader to the Underlying Assumptions and Limiting Conditions. I am not qualified to determine the presence of hazardous substances as they affect the site. This would include, but not be limited to, toxic chemicals, asbestos, radon gas, methane, etc. Unless otherwise stated, the site is assumed to be unaffected by these substances.

I certify, to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
9. I have made an on-site inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

I appreciate the opportunity to assist you.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. Douglas Estes".

J. Douglas Estes, MAI, SR/WA
Certified General Real Estate Appraiser
Certificate Number 30821, State of Arizona
Expires October 31, 2021

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APPRAISER’S QUALIFICATIONS

SUMMARY OF APPRAISAL

Type of Property:	The property is 13,036 square feet of vacant land.
Location:	The property is located at 383 North Main Street in Florence, Arizona, which places the property at the southeast corner of Main Street and 6 th street.
Assessor's Parcel Number:	200-48-067A
Objective of the Appraisal:	To provide an opinion of the market value of the property
Intended Use:	Asset management decisions
Intended Users:	Pinal County
Client:	Pinal County
Site Areas:	13,036 Square feet/0.2993 acre
Flood Zone:	Flood Zone X per FEMA FIRM 04021C0867E dated December 4, 2007
Zoning:	DC (Downtown Commercial), Town of Florence
Building Areas:	None
Highest and Best Use:	Development of a variety of commercial and mixed uses consistent with the DC zoning
Final Conclusions of Market Value:	\$52,144
Date of Inspection:	March 13, 2021
Effective Date of the Appraisal:	March 13, 2021
Date of Report:	March 17, 2021

ASSUMPTIONS AND LIMITING CONDITIONS

1. The legal description for the property obtained from public records is assumed to be accurate. I assume that the property is correctly identified in this report.
2. I was not provided with a title report or site survey for the property. This appraisal assumes that any easements affecting the site are apparent based on my inspection of the property.
3. Title to the property is marketable, free, and clear of all liens.
4. The fee simple estate in the property contains the sum of all fractional interests that may exist.
5. The property is appraised as if owned in fee simple title without encumbrances, unless otherwise mentioned in this report.
6. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
7. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
8. Responsible ownership and competent management exist for the property, unless otherwise stated.
9. The appraiser is not responsible for the accuracy of the opinions furnished by others and contained in this report, nor is he responsible for the reliability of government data used in the report.
10. Compensation for appraisal services is dependent only upon the production of this report and is not contingent upon the values estimated.
11. This report considers nothing of a legal character, is not considered to be a legal document and the appraiser assumes no responsibility for matters of a legal nature.
12. Testimony or attendance in court may be required by reason of this appraisal.

13. Hidden defects within the materials of the structures, property or subsoil or defects which are inaccessible to normal inspection, are not the responsibility of the appraiser.
14. Information furnished by the property owner, lender, agent, or management is correct as received.
15. Neither this report, nor any of its contents, may be used for the sale of shares or similar units of ownership in the nature of securities, without specific prior approval of the appraiser. No part of this appraisal may be reproduced without the permission of the appraiser.
16. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser.
18. This report is the confidential and private property of the client and the appraiser. Any person other than the appraiser or the client who obtains and/or uses this report or its contents for any purpose not so authorized by the appraiser or the client is hereby forewarned that all legal means to obtain redress may be employed against him.
19. Utility services are available, as detailed in this report, for the subject property and they will continue to be so in the foreseeable future, unless otherwise noted in this report.
20. Subsurface rights (mineral, oil, etc.) and their potential impact upon value were not considered in this appraisal, unless stated otherwise.
21. The appraiser cannot predict or evaluate the possible effects of future wage price control actions of the government upon rental income or financing of the subject property; hence, it is assumed that no control will apply which would nullify contractual agreements, thereby changing property values.
22. The subject property is not, nor will it be, in violation of the National Environmental Policy Act, the State Environmental or Clean Air Act, or any and all similar government regulations or laws pertaining to the environment.
23. This appraisal assumes that the subject property, as vacant, has no historical or archaeological significance. The value estimate is predicated on the assumption that

no such condition exists. Should the client have a concern over the subject's status, he or she is urged to retain the services of a qualified independent specialist to determine the extent of either significance, if any, and the cost to study the condition or the benefit or detriment such a condition brings to the property. The cost of the inspection and study must be borne by the client or owner of the property. Should the development of the property be restricted or enhanced in any way, the appraiser reserves the right to modify the opinion of value indicated by the market.

24. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials, which may or may not be present on, or below, the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances as asbestos, PCB transformers, urea-formaldehyde foam insulation, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (containing hazardous materials). The value estimate is predicated on the assumption that there are no such materials on, or in, the property that would cause a loss in value. No responsibility is assumed for such conditions, or for any expertise or engineering knowledge required to discover them. Thus, the value estimated herein is as if unaffected by any such cause and/or substance. Should the client have concern over the existence of such substances, he or she is urged to retain the services of a qualified independent environmental specialist to determine the extent of contamination, if any, and the cost of treatment or removal. The cost of detection, treatment or removal and permanent storage must be borne by the client or owner of the property. This cost can be deducted from the estimate of market value of the subject property if so indicated by the market.

INTRODUCTION AND SCOPE OF THE APPRAISAL

Appraisal Problem

Pinal County is considering selling the property and wants to know the value of the property for asset management decisions. This appraisal is to provide an opinion of the market value of the fee simple interest in the property. This appraisal will be used by Pinal County in asset management decisions.

Identification of Property Appraised

Property Type

The property is 13,036 square feet of vacant land.

Location

The property is located at 383 North Main Street in Florence, Arizona which places the property at the southeast corner of Main Street and 6th Street.

Property Rights Appraised

This is an appraisal of the fee simple interest in the property.

Legal Description

The property is legally described as Florence Townsite: North 104 feet of Block 104.

Assessor's Parcel Number

200-48-067A

Owner and Ownership History

According to public records, as of the effective date of the appraisal, the property is owned by Pinal County Welfare and Health Department, which has owned the property for more than five years prior to the effective date of the appraisal.

The property is not currently listed for sale or under contract for sale.

Current Lease(s)

The property is vacant land and is not leased.

Appraiser's Client

Pinal County

Intended User of the Appraisal

Pinal County

Intended Use of the Appraisal

Asset management decisions

Objective of the Appraisal

To provide an opinion of the market value of the fee simple interest in the property

Effective Date of the Appraisal

March 13, 2021

Date of Inspection

March 13, 2021

Date of Report

March 17, 2021

Assignment ConditionsAssumptions and Limiting Conditions

I refer the reader to the assumptions and limiting conditions at the end of this report.

Extraordinary Assumptions and Hypothetical Conditions

I refer the reader to the extraordinary assumption(s) and hypothetical condition(s) in the letter of transmittal, if any.

Jurisdictional Exceptions

This appraisal was not completed under any jurisdictional exceptions.

Definitions

Market Value

Market value is defined as “the most probable price estimated in terms of cash in United States dollars or comparable market financial arrangements that the property would bring if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser, buying with knowledge of all of the uses and purposes to which it was adapted and for which it was capable.”¹

Fee Simple Estate

Fee simple estate is defined as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”²

Easement

Easement is defined as “the right to use another’s land for a stated purpose.”³

Scope of Work to Solve the Appraisal Problem

The scope of work to solve the appraisal problem included the following:

Inspection of the Subject Property

I made an onsite inspection of the property.

Regional and Market Area Analysis

I have researched and analyzed the four forces - geographic, social, economic, and governmental - that influence value for the market area. Where factual information is required, I have used several sources including:

- Factfinder.census.gov
- Federal Reserve Bank of St. Louis (FRED)
- US Bureau of Labor Statistics
- Arizona Economic Forecast Data published by University of Arizona Economic and Business Research Center, Eller College of Management
- Arizona Indicator Data published in Arizona’s Economy by the University of Arizona’s Eller college of Management
- The Greater Phoenix Blue Chip report

¹ Arizona Revised Statute 28-7091).

² Appraisal Institute, *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago, Illinois, 2015), page 90.

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago, Illinois, 2015), page 71.

- CoStar
- Inspection of the area

Property Description and Analysis

I have researched and analyzed the subject property. Where factual information is required, I have used several sources including:

- City of Florence General Plan
- City of Florence zoning map and applicable ordinances
- Federal Emergency Management Agency Flood Insurance Rate Maps
- Pinal County Assessor's and Treasurer's Offices
- Arizona Regional Multiple Listing Service (ARMLS)
- Inspection of the property

Highest and Best Use Analysis

When the objective of an appraisal is to estimate market value, the highest and best use analysis identifies the most profitable, competitive use to which the property can be put. Therefore, the highest and best use is a market-driven concept. In this appraisal, I have analyzed the highest and best use of the property, as vacant.

Valuation Analysis

For valuation of the property, I have considered the cost, sales comparison, and income approaches, however, have only used the sales comparison approach. As vacant land the cost approach is not applicable due to the lack of improvements. And the income approach is not applicable due to the fact that similar sites are typically not leased or exchanged based on their income. Thus, only the sales comparison approach is used.

In the valuation, I made several independent investigations and analyses concerning both the subject property and the subject's market area. The data collected and utilized in the valuation section is referenced in the report and the sources of the data and confirmation are also referenced. The degree of reliance, as well as the significance of the data and each approach, is also presented. I have gathered information from one or more of the following sources:

- CoStar
- Vizzda
- ARMLS
- Monsoon
- County Assessor's data
- Direct contact with market participants
- Inspection of the comparable sales

Reconciliation

In the reconciliation section of the report, the valuation approaches are evaluated as to their pertinence and reliability to the appraisal problem. This analysis results in a final value conclusion.

Professional Assistance

No one provided assistance in completion of this appraisal.

Items Not Included in the Scope of Work

I am not qualified to confirm or deny the existence of hazardous conditions, environmental contamination, soil defects, construction defects, other hidden defects or illegal conditions. The scope of this assignment did not include research, inspection or analysis of these items. Furthermore, the scope of this assignment does not include analysis or valuation of personal property.

PHOENIX AREA DESCRIPTION

Physical Characteristics

General Description

The Phoenix area is in the south-central portion of the State of Arizona and is called the “Valley of the Sun” by area residents because it is situated in a broad valley just below the point where the Salt River winds into the desert from the mountains to the north and east. In the Greater Phoenix Area, six major cities (Phoenix, Mesa, Tempe, Scottsdale, Glendale, and Chandler) contain more than 80% of the area’s total population. Other outlying suburbs, including Gilbert, Peoria, Goodyear, Buckeye, Queen Creek, Apache Junction, San Tan Valley and Casa Grande, are growing rapidly, and are also becoming major centers of population. The rural areas of Maricopa and Pinal Counties are sparsely populated.

Land Use Patterns

Current land use in the Phoenix area is tied to historic development patterns, which are best described by dividing the overall area into five areas: Northeast, Southeast, Southwest, Northwest, and Pinal County.

The Northeast area is the most affluent portion of the metropolitan area and includes Northeast Phoenix (and the Biltmore area), Paradise Valley, Scottsdale and Cave Creek/Carefree. This area is predominantly characterized by residential growth, elegant shopping centers and light industrial development, which are concentrated around the Scottsdale Airpark. It also contains most the area’s resort hotels, with the City of Scottsdale distinguished as a nationally ranked resort destination.

The Southeast area includes the suburban Cities of Mesa, Tempe, Gilbert, Queen Creek and Chandler. This area is characterized by residential growth, including numerous, large, master planned residential developments, and commercial and industrial developments along the various freeways. The Southeast area’s economic base has developed a separate identity, which includes various major industrial employers and allows it to compete aggressively with the major industrial and commercial office districts of Phoenix.

The Northwest Area was historically a topographically flat area of farming and moderate-quality housing; however, the outlying northwest suburbs have experienced a substantial amount of new growth, including numerous master-planned residential districts with golf courses, lake amenities, up-scale retail development and luxury homes in the outlying areas. The Northwest Area includes northwest Phoenix, Peoria, Glendale, Surprise and Sun City.

The Southwest Area is a relatively flat, industrial, and agricultural district, which is gradually being developed with a variety of residential, commercial and industrial uses. The outlying suburbs include Avondale, Goodyear, Buckeye and Litchfield. Most of the new development extends along the I-10 Freeway, where there are various master-planned developments with attractive housing and upscale retail uses.

The Pinal County Area is generally located south and east the Southeast Area. Much of the developed area of Pinal County is relatively flat with a large amount of agricultural and desert land. The eastern portions of Pinal County have irregular and mountainous terrain. Developed areas in Pinal County include Apache Junction, Arizona City, Coolidge, Casa Grande, Florence, Eloy, Maricopa, San Tan Valley, Superior and other smaller towns, and communities.

The transportation system, along with other geographical and economic factors, helps to determine the shape of a metropolitan area. A mile-square grid pattern of major streets, perhaps more than any other factor, has contributed to the low-density, omnidirectional pattern of growth in the Phoenix area. On surface streets, private automobiles comprise approximately 95 percent of the traffic volume.

Historically, developed freeways in the Phoenix area have been mostly extensions of the Interstate highways connecting the Phoenix area to other distant areas. Interstate 10 enters Phoenix from the west, passes through central Phoenix and then generally goes southeasterly to the Tucson area and beyond. Interstate 17 enters the Phoenix area from the north, extending south through north central Phoenix, where it turns east and connects with Interstate 10. US 60 enters the Phoenix area from the east, passing through Apache Junction, Mesa and Tempe, where it connects with Interstate 10.

The other freeways throughout the Phoenix area provide linkages from local neighborhoods to these primary freeways. The Loop 101 Freeway encircles most of Metro-Phoenix forming an irregular $\frac{3}{4}$ circle. The Loop 202 Freeway encircles most of the south and southeast suburbs. The layout of area transportation has had a significant impact on land use patterns throughout the Phoenix area. Commercial land uses are located mostly along section-line arterials, especially at arterial intersections, and residential uses are located more often along feeder streets. Extensive industrial uses and large office projects have been developed along the freeways, especially Interstate Highways 10 and 17.

Area Resources

The greater Phoenix area provides a variety of economic resources including a young and skilled labor force, an abundant supply of water and energy, adequate educational and technical schools, a relatively low cost of living due to low housing costs, a variety of year-round recreational/entertainment activities and an abundance of vacant land.

Demographic Characteristics

The following are current and historic demographic characteristics of the Phoenix-Mesa-Scottsdale metropolitan statistical area (Maricopa and Pinal Counties):

Phoenix, Mesa, Scottsdale MSA Demographic Data					
Population	Number	% Growth	Gender (2018)	Number	Percentage
2010	4,204,148		Males	2,415,266	49.72%
2011	4,247,852	1.04%	Female	2,442,696	50.28%
2012	4,321,686	1.74%	Total	4,857,962	100.00%
2013	4,390,565	1.59%			
2014	4,470,712	1.83%	Housing Tenure (2018)		
2015	4,558,145	1.96%	Owner-Occupied	3,057,881	64.81%
2016	4,648,498	1.98%	Renter-Occupied	1,660,580	35.19%
2017	4,737,270	1.91%	Total	4,718,461	100.00%
2018	4,857,962	2.55%			
			Median Home Value (2018)	\$267,000	
Household Size (2018)	2.76		Household Income (2018)		
Owner-Occupied	2.79		Less than \$10,000	5.0%	
Renter-Occupied	2.70		\$10,000 To \$14,999	3.0%	
			\$15,000 To \$24,999	8.3%	
Age Distribution (2018)			\$25,000 To \$34,999	8.8%	
Under 5 years	6.30%		\$35,000 To \$49,999	12.8%	
5 To 17 years	17.5%		\$50,000 To \$74,999	19.0%	
18 To 24 years	9.2%		\$75,000 To \$99,999	13.9%	
25 To 44 years	27.4%		\$100,000 To \$149,999	15.8%	
45 To 54 years	12.4%		\$150,000 To \$199,999	6.5%	
55 To 64 years	11.6%		\$200,000 Or more	7.1%	
65 To 74 years	9.1%		Median Income	\$64,427	
75+ Years	6.5%		Mean Income	\$87,435	
Median Age	36.9				
Source: Factfinder.census.gov					

Economic Characteristics

According to the University of Arizona Economic and Business Research Center Fourth Quarter 2020 Arizona Economic Forecast, published December 2020, “the Arizona recovery continued in the third quarter, although at a much slower pace than during the April-June period. The state has received a significant boost from the CARES Act, with just over \$40 billion in federal funds flowing to the state in the second quarter. That supported taxable sales and boosted the recovery in retail trade, warehousing, and transportation jobs. While construction employment rose modestly from June to October, housing permits surged, rising almost one-third over the year in the third quarter.”

“The outlook for Arizona remains unusually uncertain and continues to be dominated by the pandemic. The baseline forecast assumes that the outbreak recedes from summer highs, but remains elevated. It also assumes significant federal stimulus in the fourth quarter of 2020. Under these assumptions, the state is forecast to return to pre-pandemic employment levels by mid-2021. The pessimistic scenario projects a slower recovery, with the state returning to its prior peak at the end of 2021.”

Arizona Recent Developments

“Arizona added 55,600 jobs (seasonally adjusted) from June to October. Trade, transportation, and utilities added the most jobs during the period, followed by professional and business services; government; education and health services; leisure and hospitality; construction; other services; financial activities; and information. Manufacturing jobs were stable, while natural resources and mining jobs fell slightly.”

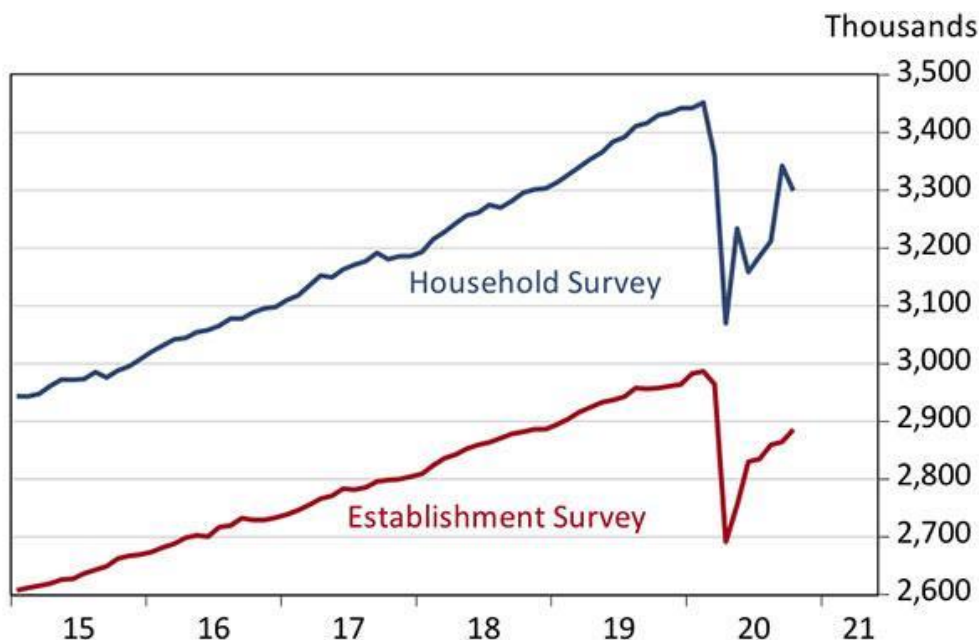
“Overall, the state has now replaced 193,900 of the 294,600 jobs lost from February to April, for a 65.8% replacement rate. The nation has replaced 54.5% of the jobs lost from February to April.”

“Note that the state needs to add 100,700 jobs to return to pre-pandemic employment. If the state can continue to add nearly 13,900 jobs per month on average, as it has since June, then employment will be back to pre-pandemic levels next June. However, that may be a difficult pace to maintain, since over-the-month job gains averaged 6,200 during 2015-2019.”

“Exhibit 1 shows seasonally-adjusted employment from both the establishment and household surveys. As the exhibit suggests, we have a long way to go to replace the jobs lost during the spring.”

“Seasonally-adjusted employment measured by the household survey experienced a huge jump in September that was not reflected in the establishment survey. These data are always volatile during the current year and seem to be even more volatile than usual this year. This may be related to reduced survey response rates during the pandemic.”

Exhibit 1: The Jobs Recovery in Arizona Has A Long Road Ahead



“The household survey also generates estimates of the state unemployment rate. These estimates have also been very volatile, with the seasonally adjusted state rate falling from 10.7% in July to 5.9% in August then back up to 6.5% in September and 8.0% in October.”

“The travel and tourism sector continues to struggle with the impact of the pandemic. As Exhibit 2 shows, leisure and hospitality jobs in October were 54,500 below February. Through October, jobs at eating and drinking places have recovered much faster than jobs in accommodation or arts, entertainment, and recreation. Employment at eating and drinking places was down 9.7% in October, compared to -29.4% and -34.3% for accommodations and arts, entertainment, and recreation.”

Exhibit 2: Arizona’s Leisure and Hospitality Sector Remained Hardest Hit from February 2020 to October 2020



“From February to October, jobs in professional and business services were down 18,100, reflecting losses in employment services (temporary help). These jobs are very sensitive to the business cycle.”

“Employment in education and health services declined by 14,700 from February to October, reflecting large declines in health care and social assistance (although education jobs were down as well). Job losses in health care and social assistance were fairly evenly distributed across social assistance, ambulatory health care, nursing and residential care facilities, and hospitals.”

“Two sectors posted more jobs in October than February: other services and trade, transportation, and utilities. Job gains in trade, transportation, and utilities were driven by transportation, warehousing, and utilities. Retail and wholesale trade jobs were up slightly.”

“Arizona’s personal income skyrocketed in the second quarter of 2020, thanks to the CARES Act. State personal income rose 11.6% over the year, driven by a 62.2%

increase in transfer receipts. Net earnings by place of residence fell by 0.8% and income from dividends, interest, and rent fell by 1.3%.”

“According to estimates from the U.S. Bureau of Economic Analysis, the CARES Act pumped \$40.2 billion into Arizona in the second quarter. The largest contribution came from the Economic Impact Payments (Recovery Rebates), which added \$23.4 billion to state income. Absent CARES Act funds, Arizona’s personal income would have declined by 3.8% (or -14.4% annualized) from the first to the second quarter.”

“While construction jobs have weakened during the pandemic, housing permit activity has surged. Preliminary seasonally adjusted housing permit data suggest that statewide total permits were up 25.2% year to date through October compared to last year. Even so, house prices continue to rise at a rapid pace.”

Arizona Outlook

“The forecast for Arizona depends on global and national economic performance. The current state and local forecasts rely on the October 2020 U.S. forecast generated by IHS Markit, which was based on the following assumptions:”

“COVID-19 infections and deaths recede from July levels, but remain elevated. This creates stop-and-go openings by states. A vaccine is assumed to become widely available in mid-2021.”

“The forecast includes current federal fiscal policy actions and assumes legislation enacting a \$300/week unemployment insurance supplement from October through December. Further, the forecast assumes \$270 billion in stimulus checks are disbursed in the fourth quarter of 2020. As of this writing, it does not appear that this assumption will be met, which suggests that the baseline projections may be too optimistic.”

“The Federal Reserve maintains its policy rate near 0% until late 2026. Real foreign GDP contracts by 6.7% in 2020. Growth rebounds to 4.4% in 2021.”

“The current baseline forecast calls for a sharp rebound in real GDP growth in the third quarter, but the level remains well below the pre-pandemic peak. Thereafter, growth decelerates significantly as the current durable goods spending overshoot unwinds, fiscal stimulus fades out in 2021, and the pandemic accelerates this winter.”

“The national forecast sets the stage for Arizona’s recovery, summarized in Exhibit 3. In the baseline, state jobs are expected to decline by 2.0% in 2020, on an annual average basis. Jobs rebound in 2021, rising 4.3%, followed by 3.2% growth in 2022.”

Exhibit 3: Arizona Outlook Summary

	Actual	Forecast		
	2019	2020	2021	2022
Growth Rate				
Nonfarm Jobs	2.8	-2.0	4.3	3.2
Personal Income	5.0	6.4	0.9	5.8
Retail Plus Remote Sales	7.7	9.5	4.4	3.1
Population	1.6	1.4	1.5	1.5
Level				
Unempl. Rate	4.7	7.6	6.3	5.2
Housing Permits	46,580	53,526	49,885	46,880

“On a quarterly basis, the baseline forecast calls for Arizona jobs to return to their pre-pandemic peak in the second quarter of 2021. Keep in mind that this assumes a major federal fiscal stimulus package in the fourth quarter of 2020. The pessimistic scenario envisions a slower recovery, with state jobs reaching pre-pandemic levels at the end of 2021.”

“Overall, Arizona population growth is forecast to hit 1.5% in 2021 (fiscal year basis) and then gradually decelerate as the aging of the baby boom generation raises deaths while births stabilize and recover weakly.”

“The combination of remote sales with traditional retail beginning at the end of 2019 artificially boosts growth in the combined category in 2020. The forecast calls for growth in the retail plus remote sales sector to rise by 9.5% in 2020, then decelerate to 4.4% in 2021 and 3.1% in 2022.”

“The baseline forecast calls for nonfarm payroll jobs in Phoenix to decline by 2.0% in 2020, then rebound with growth of 4.0% in 2021 and 3.3% in 2022. Maricopa County generates the bulk of the job gains for the metropolitan area during the next decade. However, job gains in Pinal County are expected to be robust, in part driven by expanding auto/truck manufacturing in the county.”

“The Tucson metropolitan area also generates a solid recovery from the pandemic. Tucson nonfarm payroll jobs are forecast to decline by 3.2% in 2020. Growth returns in 2021 with a 3.4% increase, followed by 2.1% growth in 2022.”

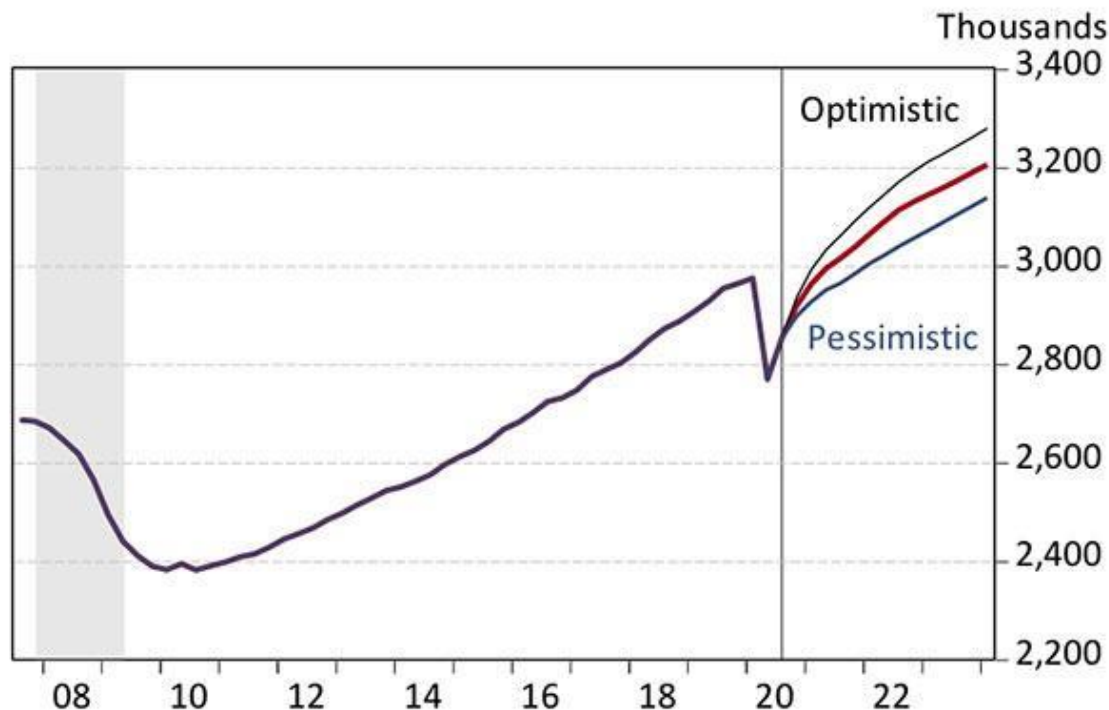
Risks to the Outlook

“The risks to the outlook primarily revolve around the progress of the outbreak. Exhibit 4 shows three scenarios for Arizona nonfarm jobs.”

“The pessimistic scenario assumes that the progress of the outbreak is less controlled than under the baseline, with large negative impacts on consumer spending, particularly services. The result is a slower recovery. Under this assumption, Arizona jobs return to their pre-pandemic peak in the fourth quarter of 2021.”

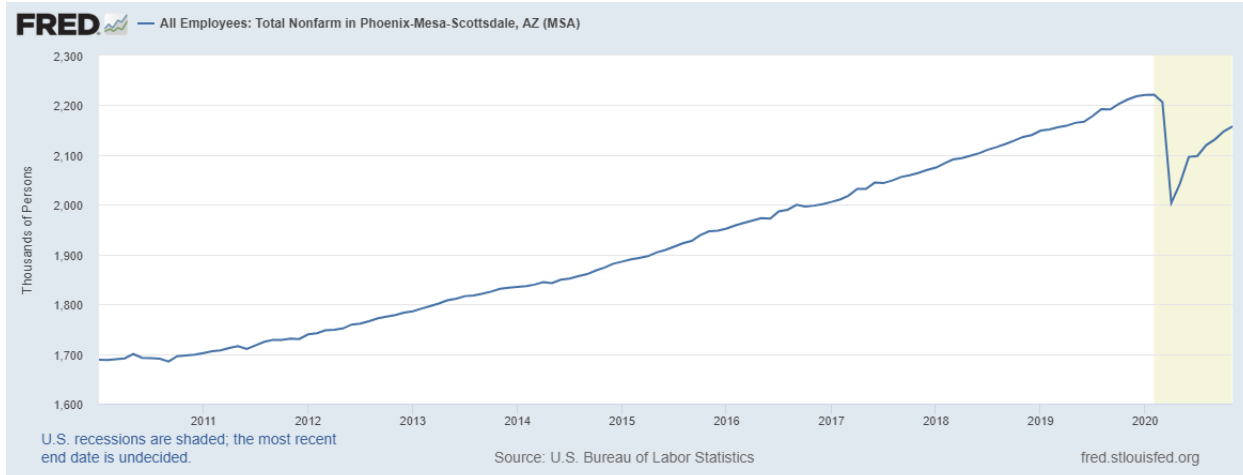
“The optimistic scenario assumes a less threatening progression of the outbreak, with correspondingly faster gains in consumer spending. The result in this case is faster growth in the near term. Under this assumption, Arizona jobs return to their pre-pandemic peak in the first quarter of 2021.”

Exhibit 4: Arizona Jobs Take Longer to Recover Under the Pessimistic Scenario
Three Scenarios for Arizona Nonfarm Jobs

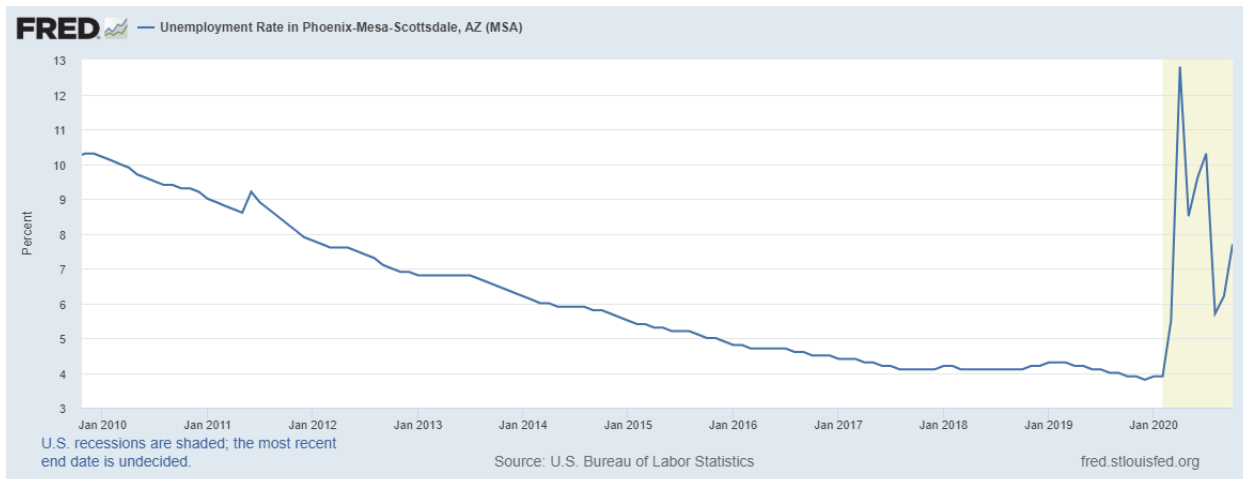


Employment and Unemployment


The following chart shows employment growth for the Phoenix-Mesa-Scottsdale MSA between 2010 and 2020. The chart indicates that employment increased from 1,688,200 in January of 2010 to 2,221,600 in February 2020, then declined to 2,003,600 in April 2020, then increased to 2,157,800 in November 2020.



The following table shows unemployment in the Phoenix-Mesa-Scottsdale MSA between 2010 and 2020. The table indicates that unemployment has declined from 10.2% in January of 2010 to 3.8% in December 2019, then spiked to 12.8% in April 2020, then declined to 5.7% in August 2020 and increased to 7.7% in October 2020.



According to the University of Arizona, the five-year forecast for personal income, retail sales, nonfarm employment, population, and residential permits for the Phoenix-Mesa-Scottsdale MSA are summarized as follows:

Phoenix-Mesa-Scottsdale MSA Forecast*	2020	2021	2022	2023	2024
Personal Income (\$ mil)	252,293	258,394	274,043	289,439	305,778
% Chg from Year Ago	6.7%	2.4%	6.1%	5.6%	5.6%
Retail Sales (\$mil)	82,150	88,654	93,622	98,370	103,288
% Chg from Year Ago	1.7%	7.9%	5.6%	5.1%	5.0%
Total Nonfarm Employment (000s)	2,134.0	2,220.0	2,293.5	2,349.8	2,409.5
% Chg from Year Ago	-2.0%	4.0%	3.3%	2.5%	2.5%
Population (000s)	4,904	4,997	5,089	5,176	5,260
% Chg from Year Ago	1.7%	1.9%	1.8%	1.7%	1.6%
Residential Permits (units)	41,159	39,174	38,271	37,847	37,657
% Chg from Year Ago	14.7%	-4.8%	-2.3%	-1.1%	-0.5%
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Published by  Economic and Business Research Center, The University of Arizona.				Powered by data20a	

These projections indicate that personal income, retail sales, nonfarm employment, population will increase through 2024. Residential permits are projected to be generally flat.

Real Estate Market Conditions

Single-Family Residential Market Conditions

According to Arizona Indicator Data published in Arizona's Economy by the University of Arizona's Eller college of Management and/or the US Census Bureau, residential permits for the Phoenix area over the last 10 years are as follows:

Phoenix, Mesa, Scottsdale MSA Historic Residential Permits						
Year	Single-Family	% Change	Multi-Family	% Change	Total	% Change
2010	7,347		1,007		8,354	
2011	7,551	3%	1,920	91%	9,471	13%
2012	11,790	56%	3,626	89%	15,416	63%
2013	12,737	8%	4,125	14%	16,862	9%
2014	11,735	-8%	8,761	112%	20,496	22%
2015	16,738	43%	7,114	-19%	23,852	16%
2016	18,452	10%	10,182	43%	28,634	20%
2017	20,484	11%	8,893	-13%	29,377	3%
2018	23,465	27%	8,278	-19%	31,743	11%
2019	24,748	34%	11,078	9%	35,826	25%
2020*	30,638	50%	13,630	53%	44,268	51%

*Annualized based on estimates through November 2020

This data indicates that single-family permits have increased every year since 2010, with the exception of 2014. Multi-family permits have increased in three of the last five years. And total residential permits have increased every year since 2010.

Moreover, the S&P/Case-Shiller AZ-Phoenix Home Price Index increased from 163.8404 in October of 2016 to 222.80196 in October of 2020. This is an increase of 35.99% or 7.20% per year over the last five years. This trend is illustrated in the following chart:



Furthermore, according to the Greater Phoenix Blue Chip Construction Forecast for the Third Quarter of 2020, “there have been significant changes in the forecast for both residential and commercial activity for 2020 and 2021 in the third quarter Greater Phoenix Blue Chip forecasts. Panelists have become much more bullish on single family residential permit forecasts. In the second quarter forecast, the consensus was for 21,215 single family permits in 2020 and 23,259 single family permits in 2021. Now, as the panel members take a good look at the third quarter actuals, the current forecasts call for 25,320 single family permits in 2020 (an increase of over 19% between the two quarters) and 26,806 in 2021 (an increase of almost 15% the second quarter projections). In addition, the current forecast for 2022 is for 27,937 new single-family permits. This heightened level of optimism is probably due to what actual data for the single-family marketplace. New permits have exceeded expectations in the second and third quarters; and there appears to be no end in sight for good news related to housing.”

Multi-Family Market Conditions

According to CoStar, “the Phoenix multifamily market has proved resilient since the onset of the pandemic. Before the coronavirus, fundamentals were solid and supported by some of the country’s strongest employment and household growth. Low levels of single-family inventory and healthy demand had kept vacancies low. While the multifamily sector is not immune to the impact of the pandemic, it has fared better than the retail and hospitality sectors. Much of that positive performance was bolstered by

Federal and state aid that has helped people pay the rent and a statewide eviction moratorium that kept renters in their apartments through October.”

“Pent up demand from the stay-at-home order released in the second half of 2020, resulting in net absorption. Vacancies compressed to a record low in mid-tier apartments. At the same time, construction progressed on a substantial pipeline that was limited to top-tier rentals. The mismatch in supply and demand will likely push up 4 & 5 Star vacancies in the near-term.”

“While it is unknown how long the pandemic's lingering impact will last, it will be temporary. The demand drivers that were supporting the market will return, perhaps even stronger than before. Historically, the Valley of the Sun has attracted people in search of affordable living and job opportunities. This trend will likely accelerate due to work from home arrangements that will lure renters from pricey West Coast markets.”

“Despite robust population growth over the past several years, single-family development has not kept pace, and pricing has soared. Phoenix has been a top market for home price appreciation for the past few years. Multifamily developers have worked to make up for the lack of residential construction. Demand for apartments has withstood a wave of new supply over the past three years. Tight vacancies have contributed to ample rent growth that has consistently ranked among the nation's best.”

“Investors are bullish on Phoenix, and competition for multifamily assets has increased, especially among out-of-state buyers. The market had set new records for investment in 2018 and 2019. The pandemic set 2020 off course, but investment rebounded in the second half of the year. Pricing has surged, and cap rates have compressed below 5.5%. Despite the contraction, Phoenix still offers a 50–150-basis-point spread over California rates, which is driving yield motivated investors to the market.”

Furthermore, according to information obtained from CoStar, as of the end of the Fourth Quarter 2020, the Phoenix area had 5,993 apartment projects with 441,449 total units of which 24,277 units (5.8%) were vacant. The vacancy rate has fluctuated between 5.8% and 6.6% over the last three years. In the last three years, 28,272 units were added, and 22,042 units were under construction at the end of the Fourth Quarter of 2020. Net absorption was positive in all of the last twelve quarters and exceeded deliveries in 8 of the last 12 quarters. Net absorption over the last three years was positive 29,530 units, which is 3,890 more units than was delivered. The effective rental rate has trended upward from \$1,014 per unit in the First Quarter of 2018 to \$1,197 at the end of the Fourth Quarter 2020. The historic multi-family statistics for the Phoenix area from CoStar are summarized as follows:

Phoenix Area Multi-Family Market Statistics Through Fourth Quarter of 2020									
Quarter	Inventory		Vacant		Deliveries	Absorption	Excess	Units Under	Eff. Rent
	Buildings	Units	Units	Percent	Units	Units (Net)	Deliveries	Construction	Per Unit
2020 Q4	5,993	441,449	24,277	5.8%	2,255	2,322	(67)	22,042	\$1,197
2020 Q3	5,981	439,194	25,910	5.9%	1,625	4,063	(2,438)	22,425	\$1,174
2020 Q2	5,972	437,724	28,501	6.6%	2,250	1,694	556	21,657	\$1,150
2020 Q1	5,958	435,474	27,942	6.5%	2,774	2,127	647	20,991	\$1,148
2019 Q4	5,940	432,700	27,289	6.3%	4,705	2,992	(1,713)	17,707	\$1,143
2019 Q3	5,918	427,995	25,567	6.0%	1,905	1,649	(256)	19,290	\$1,132
2019 Q2	5,906	426,326	25,545	6.0%	2,485	1,764	(721)	19,751	\$1,110
2019 Q1	5,893	423,841	24,686	5.9%	805	2,179	1,374	18,102	\$1,092
2018 Q4	5,888	423,074	26,097	6.2%	2,731	2,326	405	15,630	\$1,068
2018 Q3	5,873	420,432	25,779	6.2%	2,169	2,315	(146)	17,098	\$1,058
2018 Q2	5,867	418,287	25,949	6.2%	1,628	2,169	(541)	16,844	\$1,036
2018 Q1	5,854	416,790	26,619	6.4%	<u>2,940</u>	<u>3,930</u>	<u>(990)</u>	16,747	\$1,014
Total					28,272	29,530	(3,890)		

Source: CoStar

Furthermore, according to the Greater Phoenix Blue Chip Construction Forecast for the Third Quarter of 2020, “the projections for new multi-family permits also increased in the current forecast, compared to the previous quarter. For 2020, multi-family permit forecasts are up by an average of 24.9% over the second quarter. For 2021, the panel increased the expected number of apartment permits by 33.7% over the second quarter projections. A first look at 2022 indicates that the absolute number of multi-family permits will see a decline of 11.8% in that year. Absorptions are expected to be lower as well, and vacancy rates in apartments are anticipated to be flat to down over the forecast period.”

Office Market Conditions

According to CoStar, “the pandemic has disrupted what was a consistently positive performance in the Phoenix office market. Robust employment growth and relatively limited new supply supported fundamentals over the past decade. But efforts to contain the virus' spread have impacted the local office market, at least in the near term. While the office sector has been more resilient than the retail and hospitality property types, the cracks have appeared: leasing activity has slowed, sublease availabilities have risen, and transaction volume has tumbled. Admittedly, the degree to which the market will be affected and the length are unknown. The recovery will depend on how quickly the health situation improves, how comfortable people feel about returning to the office, and whether companies decide to rethink their space needs.”

“Nearly all office employers directed their employees to work remotely in late March to early April. In mid-May, the statewide stay-at-home order was lifted, but many workers are still uneasy about returning to the office. Meanwhile, the transition to work-from-home has been a test for many companies that have been monitoring productivity. USAA stated that they were confident that they could run the business indefinitely without returning to the physical office. The firm made its 150,000-SF building available

for sublease in 20Q2. Likely, firms will continue to compare the effectiveness of the remote workforce to future cost savings by reducing their office footprints.”

“Fortunately, vacancies were low, heading into the chaos. Major corporate expansions and relocations stimulated demand for office space. But many leases signed by companies that announced large expansions commenced during the virus outbreak and coincided with layoff and furlough announcements. Among those tenants is Opendoor and ZipRecruiter. Consequently, Opendoor sublet a portion of its space in September.”

“A relative lack of new supply has also supported fundamentals. Demand had outpaced new supply for nine consecutive years, and vacancies had finally returned to 2007 levels in 19Q4. Steady vacancy compression translated into some of the healthiest rent gains in the country in the past several years. But construction starts edged up late last year, and the market will receive speculative supply over the next several quarters amid weaker demand, which will lift vacancies.”

“Investment activity has substantially slowed due to the pandemic. In previous quarters, investors were bullish on Phoenix, and the buyer pool expanded, with more out-of-state investors drawn to the market's comparably higher yields. Increased buyer competition had put upward pressure on pricing, and office properties have only recently approached near the previous peak pricing.”

Furthermore, according to CoStar as of the end of the Fourth Quarter 2020, the Phoenix area had 8,996 office buildings with 194,697,871 square feet of space, of which 24,521,466 square feet (12.6%) were vacant. The vacancy rate has fluctuated between 11.5% and 13.5% over the last twelve quarters but has trended upward from 11.5% to 12.6% in the last four quarters. In the last three years, 6,748,820 square feet of office space were added, and 2,833,917 square feet were under construction at the end of the Fourth Quarter 2020. Net absorption of office space has been positive in 9 of the last 12 quarters and exceeded deliveries in 6 of the last 12 quarters. Total net absorption was positive 7,302,458 square feet over the last three years and exceeded deliveries by 553,638 square feet. The rental rate for office space has increased from \$22.63 per square foot in the First Quarter of 2018 to \$24.96 in the Fourth Quarter of 2020. The historic office statistics for the Phoenix area from CoStar are summarized as follows:

Phoenix Area Office Market Statistics Through Fourth Quarter 2020									
Quarter	Inventory		Vacant		Deliveries	Absorption	Excess	Sq. Ft. Under	Base
	Buildings	Square Feet	Square Feet	Percent	Sq. Ft.	Net Sq. Ft.	Deliveries	Construction	Rent
2020 Q4	8,996	194,697,871	24,521,466	12.6%	143,201	(171,454)	314,655	2,833,917	\$24.96
2020 Q3	8,993	194,573,512	24,225,653	12.5%	493,173	(74,836)	568,009	2,977,118	\$25.13
2020 Q2	8,982	194,080,339	23,657,644	12.2%	575,844	177,481	398,363	3,078,361	\$24.95
2020 Q1	8,968	193,527,168	23,281,954	12.0%	1,014,435	(218,302)	1,232,737	3,225,567	\$24.71
2019 Q4	8,960	192,522,536	22,059,020	11.5%	1,030,005	1,455,128	(425,123)	3,488,989	\$24.09
2019 Q3	8,953	191,550,738	22,542,350	11.8%	533,073	861,266	(328,193)	3,515,713	\$23.74
2019 Q2	8,949	191,070,188	22,923,066	12.0%	883,040	468,290	414,750	3,905,603	\$23.54
2019 Q1	8,940	190,402,285	22,722,859	11.9%	806,100	1,057,796	(251,696)	4,050,112	\$23.54
2018 Q4	8,927	189,612,275	22,993,748	12.1%	311,562	263,158	48,404	4,202,761	\$23.19
2018 Q3	8,923	189,392,311	23,036,942	12.2%	219,099	1,554,190	(1,335,091)	3,765,098	\$23.05
2018 Q2	8,919	189,209,158	24,407,979	12.9%	310,923	1,479,165	(1,168,242)	3,818,759	\$22.74
2018 Q1	8,915	188,931,354	25,592,880	13.5%	428,365	450,576	(22,211)	3,455,341	\$22.63
Total					6,748,820	7,302,458	(553,638)		

Source: CoStar

Furthermore, according to the Greater Phoenix Blue Chip Construction Forecast for the Third Quarter of 2020, “the news for the office sector centers around an expected decline in absorption of office space. Last quarter, absorptions in 2020 and 2021 were expected to be 1.10 million sq. ft. and 1.80 million sq. ft. respectively. The current outlook calls for negative absorption of -0.28 million sq. ft. for 2020, and modest increases of 0.95 million sq. ft. in 2021, and 1.04 million sq. ft. in 2022. The change in outlook for office space is related to the number of workers who are working from home rather than going to the office during COVID-19, as well as the expectation that many of those who work remotely will continue to do so into the future. The result has been an increase in the amount of sublease space on the market, as well as projected lower demand going forward.”

Retail Market Conditions

According to CoStar, “before the global pandemic, Phoenix's retail market dealt with the rising competition between e-commerce and brick-and-mortar sales. Over the past decade, positive demand drivers and a conservative supply pipeline had supported fundamentals. However, the economic disruption caused by the coronavirus has created significant headwinds that are weighing on the market. Phoenix has recorded three consecutive quarters of negative net absorption this year, which has pushed up vacancies. The near-term outlook is grim. Nonessential business closures during the initial statewide stay-at-home order from late March to mid-May, the second wave of partial closures in June, and a severe slowdown in tourism and foot-traffic have rattled the market. The curtail in non-necessity retail spending, particularly for service, entertainment, and apparel retailers, has dealt a significant blow to retailer revenues.”

“Many retailers have closed during the pandemic. Retailers scattered across the market have left behind vacant space from 2,000-SF coffee shops to 10,000-SF escape rooms and 20,000-SF gyms. But not all businesses are struggling, and some retailers continue to pen new leases. Consumer demand has been uncharacteristically high for grocery, drug, drive-thru, and hobby stores.”

“There are many uncertainties about the length and depth of the economic disruption caused by the coronavirus. The recovery is dependent on an improving health situation and when people will feel comfortable revisiting crowded retail locations. Fortunately, the Phoenix retail market is in a better position than in years past, thanks to a slowdown in development. New supply has been limited to build-to-suits, mitigating supply-side risks in the near term.”

“The long-term demand drivers in Phoenix continues to attract opportunistic investors. Sales volume increased over the past few months but is still down from last year. Out-of-state buyers searching for well-located single-tenant triple-net lease properties are driving transaction activity. California buyers remain active, since Phoenix retail assets provide an attractive yield spread over Southern California properties.”

Furthermore, according to CoStar as of the end of the Fourth Quarter 2020, the Phoenix area had 15,688 retail buildings with 234,231,850 square feet of space, of which 17,952,039 square feet (7.7%) were vacant. The vacancy rate has increased from 6.8% in the Third Quarter 2018. In the last three years, 4,613,461 square feet of retail space were added, and 708,560 square feet were under construction at the end of the Fourth Quarter 2020. Net absorption of retail space has been positive in 9 of the last 12 quarters and total net absorption was positive 3,037,619 square feet over the three year period. Deliveries exceeded absorption in 7 of the last 12 quarters and total deliveries exceeded total absorption by 1,575,842 square feet over the last three years. The rental rate for retail space has increased from \$14.74 per square foot in the First Quarter of 2018 to \$15.58 in the Fourth Quarter of 2020. The historic retail statistics for the Phoenix area from CoStar are summarized as follows:

Phoenix Area Retail Market Statistics Through Fourth Quarter 2020									
Quarter	Inventory		Vacant		Deliveries	Absorption	Excess	Sq. Ft. Under	Base
	Buildings	Square Feet	Square Feet	Percent	Sq. Ft.	Net Sq. Ft.	Deliveries	Construction	Rent
2020 Q4	15,688	234,231,850	17,952,039	7.7%	333,951	124,330	209,621	708,560	\$15.58
2020 Q3	15,659	233,897,899	17,742,418	7.6%	471,179	(360,212)	831,391	943,696	\$15.47
2020 Q2	15,635	233,508,697	17,003,162	7.3%	263,302	(325,495)	588,797	1,184,235	\$15.41
2020 Q1	15,618	233,433,836	16,596,379	7.1%	561,912	187,662	374,250	1,306,255	\$15.75
2019 Q4	15,568	232,927,576	16,297,456	7.0%	443,584	454,613	(11,029)	1,660,258	\$15.64
2019 Q3	15,535	232,566,253	16,391,121	7.0%	328,957	207,553	121,404	1,328,381	\$15.48
2019 Q2	15,504	232,328,790	16,375,011	7.0%	346,919	350,009	(3,090)	1,292,319	\$15.51
2019 Q1	15,479	232,018,491	16,422,630	7.1%	315,290	136,008	179,282	1,264,622	\$15.51
2018 Q4	15,447	231,979,320	16,519,467	7.1%	368,962	(446,708)	815,670	907,892	\$15.25
2018 Q3	15,418	231,660,516	15,753,955	6.8%	439,313	730,007	(290,694)	1,106,635	\$15.18
2018 Q2	15,382	231,252,307	16,070,032	6.9%	370,472	906,709	(536,237)	1,143,848	\$15.15
2018 Q1	15,339	230,890,175	16,623,809	7.2%	369,620	1,073,143	(703,523)	1,171,191	\$14.74
Total					4,613,461	3,037,619	1,575,842		

Source: CoStar

Industrial Market Conditions

According to CoStar, “robust population and job growth in the Valley of the Sun over the past several years have supported a rapidly growing consumer base, which has generated demand for industrial space. Policies adopted to stop the spread of the coronavirus have impacted the industrial market, both in terms of leasing and

investment activity. Industrial has fared better than other commercial property types, with some segments receiving a tailwind due to changes in consumer behavior, including the shift away from brick-and-mortar retail. Last-mile delivery operators and logistics companies have seen a rise in demand, which has increased the need for warehouse and distribution spaces. Amazon signed about ten leases since the start of the year for both small (under 200,000 SF) and extensive distribution centers. However, supply-chain disruptions have weakened some areas of manufacturing demand. Additionally, a curtailment in consumer spending is affecting nonessential goods e-commerce retailers.”

“Phoenix's strong demand drivers and competitive advantage remain in place. Approximately 35 million consumers can be reached within a single day's truck ride from metro Phoenix, fueling demand for industrial space among companies in the e-commerce, logistics, and construction industries. Phoenix has also become one of the most active data center markets in the country, due to Arizona's tax incentive for data center development, a robust and growing power grid, and limited occurrence of natural disasters.”

“With relatively few barriers to development, a flourishing local economy, and favorable demographics, new industrial supply has consistently poured into the market. Much of the new supply is speculative and is primarily tailored to the logistics segment. Even with elevated levels of construction, strong demand has maintained a vacancy rate well below the market's historical average.”

“Many companies established industrial operations in Phoenix because of the low cost of doing business and proximity to major regional markets, particularly in California. The average industrial rent in Phoenix is near the national average but is roughly 35%-40% below average rents in Los Angeles and Orange County.”

“Before the virus, investors had become increasingly active. After falling in the second quarter, sales volume has picked up, though the total is still down from 2019. Demand for e-commerce and last-mile delivery has driven transaction velocity.”

Furthermore, according to CoStar as of the end of the Fourth Quarter 2020, the Phoenix area had 11,095 industrial and flex buildings with 371,296,258 square feet of space, of which 26,669,301 square feet (7.2%) were vacant. The vacancy rate has increased from 6.5% in the Second Quarter 2018. In the last three years, 33,793,439 square feet of industrial space were added, and 7,722,244 square feet were under construction at the end of the Fourth Quarter 2020. Net absorption of industrial space has been positive in all of the last 12 quarters and total net absorption was positive 29,721,980 square feet over the three-year period. Deliveries exceeded absorption in 8 of the last 12 quarters and total deliveries exceeded total absorption by 4,071,459 square feet over the last three years. The rental rate for industrial space has increased from \$6.65 per square foot in the First Quarter of 2018 to \$7.70 in the Fourth Quarter of 2020. The historic retail statistics for the Phoenix area from CoStar are summarized as follows:

Phoenix Area Industrial and Flex Market Statistics Through Fourth Quarter 2020									
Quarter	Inventory		Vacant		Deliveries	Absorption	Excess	Sq. Ft. Under	Base
	Buildings	Square Feet	Square Feet	Percent	Sq. Ft.	Net Sq. Ft.	Deliveries	Construction	Rent
2020 Q4	11,095	371,296,258	26,669,301	7.2%	7,058,660	8,234,351	(1,175,691)	7,722,244	\$7.70
2020 Q3	11,077	364,242,098	27,849,492	7.6%	4,108,154	2,938,204	1,169,950	13,243,340	\$7.58
2020 Q2	11,054	360,150,644	26,696,242	7.4%	4,587,300	4,127,118	460,182	14,208,657	\$7.64
2020 Q1	11,028	355,623,672	26,296,388	7.4%	1,886,885	1,085,520	801,365	18,210,779	\$7.34
2019 Q4	11,022	353,978,136	25,736,372	7.3%	1,931,096	1,479,639	451,457	11,479,206	\$7.26
2019 Q3	11,011	352,055,465	25,293,340	7.2%	3,283,307	1,922,539	1,360,768	7,927,516	\$7.08
2019 Q2	10,987	348,790,303	23,950,717	6.9%	2,092,801	986,861	1,105,940	9,051,440	\$7.10
2019 Q1	10,970	346,790,685	23,001,237	6.6%	559,695	815,440	(255,745)	7,988,572	\$6.97
2018 Q4	10,970	346,526,291	23,544,983	6.8%	3,744,418	2,637,913	1,106,505	6,237,052	\$6.86
2018 Q3	10,955	342,861,789	22,518,394	6.6%	1,099,029	739,003	360,026	7,372,518	\$6.73
2018 Q2	10,946	341,773,698	22,160,060	6.5%	1,825,453	2,717,074	(891,621)	6,608,672	\$6.73
2018 Q1	10,936	339,703,329	23,134,796	6.8%	<u>1,616,641</u>	<u>2,038,318</u>	<u>(421,677)</u>	7,349,775	\$6.65
Total					33,793,439	29,721,980	4,071,459		

Source: CoStar

Furthermore, according to the Greater Phoenix Blue Chip Construction Forecast for the Third Quarter of 2020, “the outlook for industrial space has actually improved as absorptions are expected to rise by 8.5 million sq. ft. in 2020 and 2021, along projected increases in spec construction over the forecast period.”

Political - Governmental (Including Public Utilities):

In addition to federal, state, county, and municipal levels of government, other special districts, such as water irrigation districts and school systems levy taxes and provide services. Primary sources of revenue utilized by the state government include a personal state income tax and a sales tax on retail sales. The state legislature maintains a tight control over the level of taxes imposed by lower levels of government. Funding of the lower levels of government is achieved primarily through property taxes and a retail sales tax.

Growth

Local municipalities within the metropolitan Phoenix area have always been generally supportive of growth. During the expansionary cycle of the 1990's most of the cities in the region implemented strong infrastructure development programs rather than institute slow or anti-growth policies. Although some rapidly growing cities have struggled with providing adequate infrastructure, city governments have typically been willing to re-zone land for higher density residential uses as well as for commercial-industrial land uses.

Education

The Metropolitan Phoenix area is served by 55 school districts with over 300 elementary schools and over 50 high schools. Arizona State University, the state's largest university with an enrollment of nearly 60,000 is in Tempe, a Phoenix suburb. In addition, several private universities and ten community colleges with various branch campuses are also located within the metropolitan area.

Police and Fire Protection

Police and fire protection are typically provided on the municipal and county level and do not differ significantly between the various municipalities.

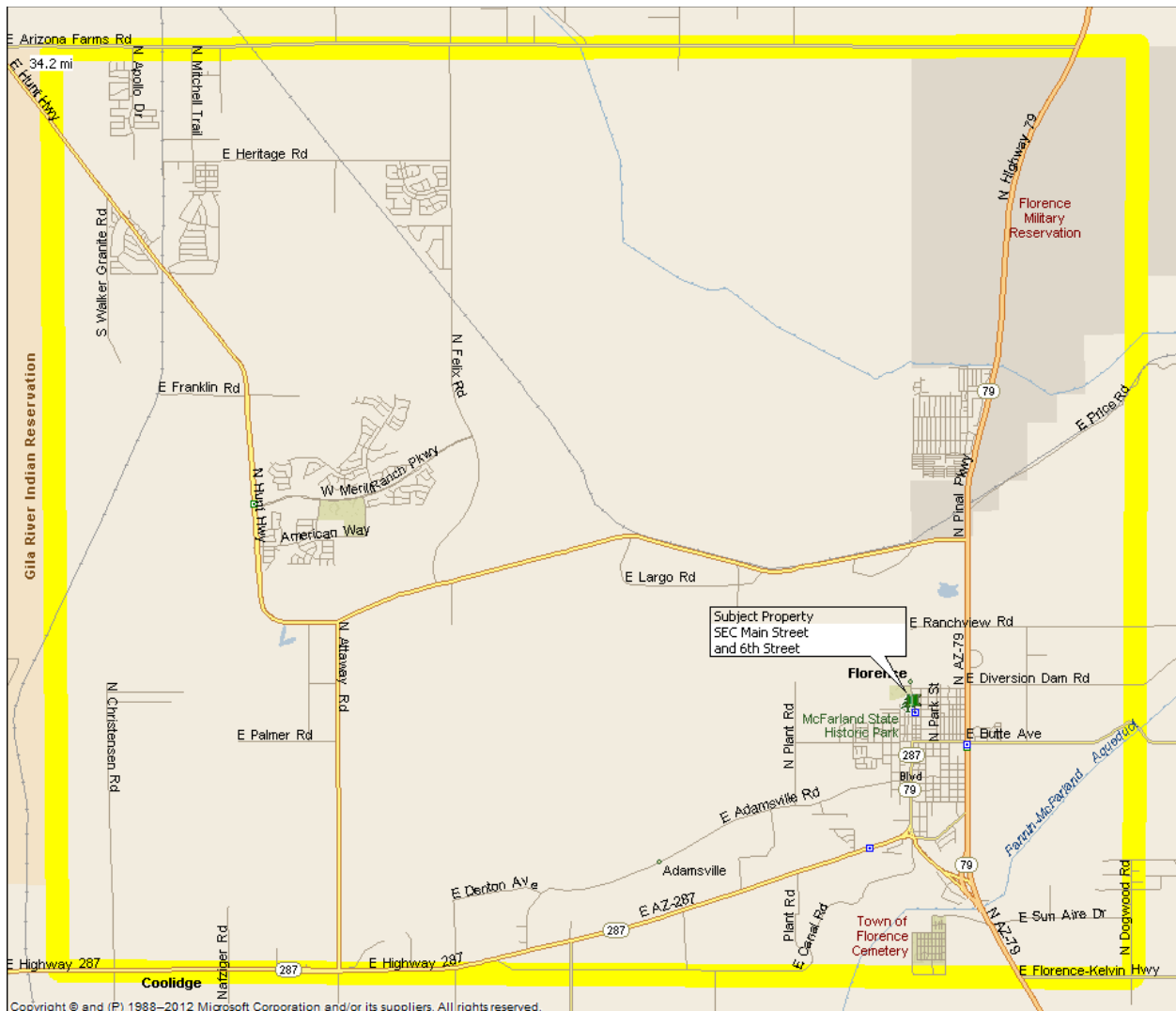
Utilities

Electrical service is provided primarily by two utilities, Arizona Public Service, a privately-owned regulated utility, and Salt River Project, a quasi-governmental agency established by the U.S. Government. Electrical rates, although slightly higher than the national norm, are within a competitive range. Sufficient electrical capacity is available for projected needs. Natural gas is provided by Southwest Gas, a regulated private company. Other services such as water, sewer, garbage collection, telephone, and cable TV are provided by the municipalities or by publicly regulated private companies.

Conclusion

With adequate resources to accommodate the anticipated growth in population and employment, a mild climate and affordable housing, the long-term outlook for the Phoenix area is positive.

MARKET AREA DESCRIPTION



Market Area Delineation and Overview

The subject's market area encompasses portions of the Florence, Coolidge and unincorporated areas of Pinal County. The boundaries of the market area are as follows:

North:	Arizona Farms Road
South:	Highway 287/Canal Road/Florence Kelvin Highway
East:	The east edge of development in Florence
West:	The Gila River Indian Community

Market Area Property Types/Land-Use Patterns

Property Types

The subject market area includes a mix of agricultural, commercial, industrial, residential, public uses and desert land.

Planned Areas

The market area includes the following planned residential areas: Magic Ranch, Crestfield Manor, Felix Farms, Mesquite Trails, Merrill Ranch, and Anthem at Merrill Ranch.

Golf Courses

Poston Butte Golf Club at Merrill Ranch, Oasis Gold Club and Hohokam Country Club

Residential Development

With the Town of Florence, which was originally settled in the mid-1800's, as the primary municipality, the market area has a variety of older residential uses, including historic homes. However, some new residential development has been added in the last 10 to 20 years mostly within the planned areas within the northern portion of the market area. Most of the residential development is medium to low-density, fair-to-good quality, single-family residential development. As the market area continues to develop, residential uses will comprise a large percentage of the market area.

Commercial Development

Recognizing the small population, the market area has minimal commercial development. The commercial development that does exist is largely older retail and office uses mostly located in downtown Florence. Some new retail and office uses have been developed in the area of the newer residential uses in the northern portions of the market area.

Industrial Development

The market area currently has relatively little industrial development. Nonetheless, much of the market area is targeted for urban uses on the general plan, which includes industrial or employment uses. Thus, it is anticipated that industrial uses will be developed in the area in the future.

Agricultural Land

The portions of the market area along the Gila River and the market areas to the north and south have historically been used as agricultural land. Although some of this land has been developed, some agricultural land remains.

Other Uses

Other land uses in the market area include the Gila River (bisecting the market area from east to west), various washes, Florence Military Reservation, a number of correctional facilities, and Pinal County governmental uses.

Undeveloped Land

Based on my review of aerial photographs, more than 60% of the land is undeveloped, or agricultural land, indicating that there is significant room for future growth.

Quality and Condition

The existing uses in the market area generally have fair-to-good quality improvements. Some of the residential properties were developed in the last twenty years and are in average to good condition. Those developed prior to 1990 have been adequately maintained and are in average condition, although some are in fair condition.

Surrounding Land Uses

To the north of the market area are similar uses and a large amount of State Trust Land. To the west of the market area is mostly undeveloped land within the Gila River Indian Community. To the south of the market area are portions of Coolidge and unincorporated Pinal County with uses similar to those found in the subject market area. To the east of the market area is State Trust Land and the Florence Military Reservation, which is mostly desert land.

Basic Transportation/Linkage

Arterial Roadways

Primary transportation routes within the subject market area are partially provided by arterial streets arranged in rectangular grids. Significant north/south arterials include Attaway Road, Felix Road and State Route 79. Significant east/west arterials include Arizona Farms Road, Merrill Ranch Parkway, Hunt Highway, Adamsville Road, Florence-Coolidge Highway and Florence Kelvin Highway.

Freeway Access

The nearest freeways are US 60 located approximately 10 miles north of the market area. Access to this freeway is via SR 79. US 60 provides access to other freeways in the Phoenix area.

The north-south Pinal Freeway is in the early planning stages. When completed the freeway will extend south from US 60 in Apache Junction and SR 24 in Mesa at the north end to Interstate 10 near Eloy on the south end.

Bus Transportation

Public bus transportation is not currently available to the subject market area.

Commute Times

The estimated non-rush hour commute times from downtown Florence to select locations in the Phoenix area are as follows:

Coolidge:	15 Minutes
Casa Grande:	36 Minutes
Eloy:	34 Minutes
Queen Creek:	37 Minutes
Chandler:	49 Minutes
Gilbert:	55 Minutes
Downtown Phoenix:	66 Minutes
Sky Harbor Airport:	57 Minutes

Availability of Support Facilities and Services

Schools

The market area includes portions of the Florence Unified School District and the Coolidge Unified School District, which includes elementary, middle and high schools. Central Arizona College has campuses in, or near, the market area in Florence, Coolidge, Signal Peak (near Casa Grande) and Apache Junction. The Arizona State University East Campus is located in Mesa near Williams Gateway Airport, northwest of the market area. Mesa Community College and Chandler-Gilbert Community College also have facilities near the ASU East Campus.

Utilities

As a historically agricultural area, portions of the market area do not have some utilities. Nonetheless, where utilities do exist, they are generally adequate and are provided at costs competitive with the rest of the metropolitan area. Electricity for the market area is furnished by the Salt River Project, the San Carlos Irrigation and Drainage District and

Electrical District 2. Natural gas for the market area is supplied by the Southwest Gas Company. Water is provided by Johnson Utilities, the Town of Florence and other private water companies. Sewer is provided by the Johnson Utilities, the Town of Florence, or septic systems.

Police Protection

Police protection is provided by the Pinal County Sheriff's Office or the municipalities in the area.

Fire Protection

Fire protection is provided by Rural Metro, other private fire companies or the municipalities in the area.

Healthcare

Florence Community Health Center is located within the market area at Adamsville Road and Central Avenue. Banner Ironwood hospital is located north of the market area at Ironwood Road (Gantzel Road) south of Combs Road in Santan Valley. Florence Hospital at Anthem is located at the southeast corner of Hunt Highway and Franklin Road in Florence. Healthcare services not provided at these facilities are provided at facilities in the surrounding market areas to the northwest (Queen Creek, Gilbert, Mesa) and/or to the west (Casa Grande).

Retail Services

The subject market currently has some retail services. Most of the existing retail services are located in, or near, downtown Florence or at major arterial intersections in the newer areas. Not all retail services are available in the market area. Less developed areas of the market area are underserved by the retail services in the immediate area. Nonetheless, adequate retail services are available in the surrounding market areas. Some retail services are available in Queen Creek and San Tan Valley in the areas of Ellsworth Road and Ocotillo Road and Ironwood Road/Gantzel Road and Ocotillo Road. Furthermore, there are a number of retail developments along US 60, including the Superstition Springs Mall and nearby power centers.

Recreational Attractions

There are a number of recreational attractions in, or near, the market area. These include Santan Mountain Regional Park, the Superstition Mountains, Golf Courses and numerous parks.

Demographic Trends

According to information obtained from CoStar, demographic trends within approximately a one-, two-, and three-mile radius of the subject property are as follows:

Population	1 mile	2 mile	3 mile
2010 Population	8,155	13,594	17,862
2020 Population	7,128	11,949	18,283
2025 Population Projection	7,261	12,222	19,468
Annual Growth 2010-2020	-1.3%	-1.2%	0.2%
Annual Growth 2020-2025	0.4%	0.5%	1.3%
Median Age	39.3	39.5	42.8
Bachelor's Degree or Higher	5%	5%	6%
U.S. Armed Forces	0	0	0

Households

	1 mile	2 mile	3 mile
2010 Households	886	1,406	2,260
2020 Households	535	851	2,549
2025 Household Projection	540	861	2,880
Annual Growth 2010-2020	-0.2%	-0.2%	1.3%
Annual Growth 2020-2025	0.2%	0.2%	2.6%
Owner Occupied	313	492	2,021
Renter Occupied	222	359	528
Avg Household Size	2.6	2.5	2.2
Avg Household Vehicles	2	2	1
Total Specified Consumer Spending (\$)	\$15.9M	\$25.8M	\$63.4M

Housing

	1 mile	2 mile	3 mile
Median Home Value	\$100,532	\$97,618	\$101,727
Median Year Built	1975	1979	1988

Income

	1 mile	2 mile	3 mile
Avg Household Income	\$54,898	\$56,730	\$54,251
Median Household Income	\$48,243	\$49,419	\$48,094
< \$25,000	163	248	603
\$25,000 - 50,000	116	185	734
\$50,000 - 75,000	124	197	769
\$75,000 - 100,000	64	110	251
\$100,000 - 125,000	20	44	46
\$125,000 - 150,000	38	53	95
\$150,000 - 200,000	6	12	13
\$200,000+	1	4	38

Real Estate Market Conditions

Multi-Family Market Trends

Within the market area, according to CoStar as of the end of the Fourth Quarter 2020, the market area had 16 apartment projects with 439 total units of which 23 units (5.3%) were vacant. The vacancy rate decreased from 8.3% in the First Quarter 2018. In the last three years, no units were added, and no units were under construction at the end of the Fourth Quarter of 2020. Net absorption was positive in 10 of the last 12 quarters and exceeded deliveries in 10 of the last 12 quarters. Net absorption over the last three years was positive 17 units, which is 17 more units than was delivered. The effective rental rate has trended upward from \$650 per unit in the First Quarter of 2018 to \$936 at the end of the Fourth Quarter 2020. The historic multi-family statistics for the market area from CoStar are summarized as follows:

Market Area Multi-Family Market Statistics Through Fourth Quarter of 2020									
Quarter	Inventory		Vacant		Deliveries	Absorption	Excess	Units Under	Eff. Rent
	Buildings	Units	Units	Percent	Units	Units (Net)	Deliveries	Construction	Per Unit
2020 Q4	16	439	23	5.3%	0	1	(1)	0	\$936
2020 Q3	16	439	24	5.4%	0	5	(5)	0	\$915
2020 Q2	16	439	29	6.6%	0	5	(5)	0	\$934
2020 Q1	16	439	34	7.7%	0	3	(3)	0	\$876
2019 Q4	16	439	37	8.4%	0	(3)	3	0	\$840
2019 Q3	16	439	34	7.7%	0	(5)	5	0	\$918
2019 Q2	16	439	29	6.7%	0	1	(1)	0	\$797
2019 Q1	16	439	30	6.8%	0	2	(2)	0	\$774
2018 Q4	16	439	32	7.2%	0	2	(2)	0	\$769
2018 Q3	16	439	33	7.6%	0	2	(2)	0	\$758
2018 Q2	16	439	35	7.9%	0	2	(2)	0	\$667
2018 Q1	16	439	37	8.3%	0	2	(2)	0	\$650
Total					0	17	(17)		

Source: CoStar

Office Market Trends

Within the market area, according to CoStar as of the end of the Fourth Quarter 2020, the market area had 34 office buildings with 97,922 square feet of space, of which 2,087 square feet (2.1%) were vacant. The vacancy rate has declined from a higher of 8.3% in the Third Quarter of 2018. In the last three years, no office space was added, and no space was under construction at the end of the Fourth Quarter 2020. Net absorption of office space has been positive or flat in 6 of the last 12 quarters and negative in 6. Total net absorption over the three-year period was 2,113 square feet. Net absorption exceeded deliveries in 4 of the last 12 quarters and the market absorbed 2,113 square feet more than was absorbed over the three-year period. The rental rate for office space decreased from \$12.35 per square in the Third Quarter 2018 to \$6.50 per square foot in the Fourth Quarter 2020. The historic office statistics for the market area from CoStar are summarized as follows:

Market Area Office Market Statistics Through Fourth Quarter 2020									
Quarter	Inventory		Vacant		Deliveries	Absorption	Excess	Sq. Ft. Under	Base
	Buildings	Square Feet	Square Feet	Percent	Sq. Ft.	Net Sq. Ft.	Deliveries	Construction	Rent
2020 Q4	34	97,922	2,087	2.1%	0	(566)	566	0	\$6.50
2020 Q3	34	97,922	1,521	1.6%	0	2,232	(2,232)	0	\$6.50
2020 Q2	34	97,922	3,753	3.8%	0	0	0	0	\$6.50
2020 Q1	34	97,922	3,753	3.8%	0	(1,521)	1,521	0	\$6.50
2019 Q4	34	97,922	2,232	2.3%	0	0	0	0	\$10.22
2019 Q3	34	97,922	2,232	2.3%	0	1,521	(1,521)	0	\$10.22
2019 Q2	34	97,922	3,753	3.8%	0	2,200	(2,200)	0	\$10.98
2019 Q1	34	97,922	5,953	6.1%	0	(1,521)	1,521	0	\$10.98
2018 Q4	34	97,922	4,432	4.5%	0	3,700	(3,700)	0	\$11.74
2018 Q3	34	97,922	8,132	8.3%	0	(1,200)	1,200	0	\$12.35
2018 Q2	34	97,922	6,932	7.1%	0	(500)	500	0	\$11.74
2018 Q1	34	97,922	6,432	6.6%	0	(2,232)	2,232	0	\$11.65
Total					0	2,113	(2,113)		

Source: CoStar

Retail Market Trends

Within the market area, according to CoStar as of the end of the Fourth Quarter 2020, the market area had 79 retail buildings with 410,742 square feet of space, of which 12,700 square feet (3.1%) were vacant. The vacancy rate has fluctuated between 0.3% and 7.9% over the last three years. In the last three years, 5,900 square feet of retail space was added, and no new space was under construction at the end of the Fourth Quarter 2020. Although net absorption of retail space was positive or flat in 7 of the last 12 quarters, total net absorption was negative 5,000 square feet over the three-year period. Deliveries of retail space exceeded absorption in 6 of the last 12 quarters, total deliveries exceeded total absorption by 10,900 square feet. The rental rate for retail space was \$8.19 per square foot in the last six quarters. No rental rate information was reported for the prior six quarters. The historic retail statistics for the market area from CoStar are summarized as follows:

Market Area Retail Market Statistics Through Fourth Quarter 2020									
Quarter	Inventory		Vacant		Deliveries	Absorption	Excess	Sq. Ft. Under	Base
	Buildings	Square Feet	Square Feet	Percent	Sq. Ft.	Net Sq. Ft.	Deliveries	Construction	Rent
2020 Q4	79	410,742	12,700	3.1%	0	15,139	(15,139)	0	\$8.19
2020 Q3	79	410,742	27,839	6.8%	0	827	(827)	0	\$8.19
2020 Q2	79	410,742	28,666	7.0%	0	700	(700)	0	\$8.19
2020 Q1	79	410,742	29,366	7.1%	0	(2,200)	2,200	0	\$8.19
2019 Q4	79	410,742	27,166	6.6%	0	5,473	(5,473)	0	\$8.19
2019 Q3	79	410,742	32,639	7.9%	0	(3,332)	3,332	0	\$8.19
2019 Q2	79	410,742	29,307	7.1%	0	(8,148)	8,148	0	-
2019 Q1	79	410,742	21,159	5.2%	0	100	(100)	0	-
2018 Q4	79	410,742	21,259	5.2%	0	(8,920)	8,920	0	-
2018 Q3	79	410,742	12,339	3.0%	5,900	(5,039)	10,939	0	-
2018 Q2	78	404,842	1,400	0.3%	0	400	(400)	5,900	-
2018 Q1	78	404,842	1,800	0.4%	0	0	0	5,900	-
Total					5,900	(5,000)	10,900		

Industrial Market Conditions

According to CoStar, the market area has one industrial building (including flex buildings) with 3,200 square feet of building area. No other data is available regarding industrial and flex space in the market area.

Governmental Considerations

The market area includes portions of the Town of Florence, the City of Coolidge and unincorporated areas of Pinal County. Land use controls by Florence, Coolidge and Pinal County within the market area are typical relative to other municipalities in the Phoenix area. The municipalities and counties within the market area are generally supportive of growth and development.

Planned Prison Closure

In January 2020, Governor Ducey announced the closure of the Florence Prison Complex to save the state \$274,000,000 in maintenance and repairs over the next three years. Loss of the prison will result in the loss of hundreds of jobs in Florence.

According to a statement released by the town, “The Town is startled by this sudden announcement but is committed to work closely with our colleagues at the State, in the State Legislature, at Pinal County, and with our partners at our local correctional facilities to better understand the impacts of this decision and to strive to find a solution that is appropriate for our community, our residents, and the many employees that call Florence home for eight to twelve hours per day.”

“We are concerned for our residents, who for so many years have shouldered the burdens and stigmas associated with being called a “prison town.” Without legislative action, resources currently used in the community could dry up and could radically change this historic community and the county seat of the state’s fastest growing county. Preliminary estimates on impact show that the Town could lose up to 3,600 prisoners and hundreds of permanent jobs upon the closure of the facility. The loss of these residents and their associated revenue could equate to a \$1.3 million direct impact on Town services (or about 13% of its total state-shared revenue). To a rural community like ours, this is not inconsequential.”

“Despite the sticker shock of this announcement, the Town is committed to working with our colleagues in Phoenix to maximize the use of the Pinal County Jail (which currently uses only 1/3 of its 1,500-bed capacity), GEO Group facilities, and CoreCivic facilities in town and to minimize the loss of residents by carefully studying any viable option. Should new facilities be desired, Florence has available land that is zoned and planned for this type of use.”

“The Florence State Prison is a historic landmark and is woven into the very fabric of Florence. Its tower is proudly and prominently featured on our Town Logo and official seal. If closure of the complex is imminent, the State should make investments in the property that could open opportunities for the complex to be used for tourism and museum purposes, similar to those investments the State made in the Yuma Territorial Prison.”

“We take great pride in the partnerships we have developed at the Florence State Prison, and in the programming and beautification efforts that originate behind its walls but radiate throughout the region. Within the Florence State Prison, you can find Arizona Correctional Industries (ACI) – a fabulous asset where tens of millions of dollars of industrial, commercial, and residential products are made and distributed to Arizona establishments each year. The Arizona Wild Horse and Burro Training and Holding Facility trains wild horses and burros that Arizonans can adopt. The Florence Fish Farm raises tilapia and catfish on a commercial scale. ACI Ranch cultivates nearly 450 acres of land in Florence, and regularly harvests a variety of forage crops. Inmate labor is

used around the region to help beautify streets and maintain landscaping. We simply cannot afford to suddenly flip a switch and allow these programs to disappear from our region.”

With the loss of jobs that will come from the loss of the prison complex, it is likely that the Town will also lose residents. Thus, the loss will result in reduced demand for services and real estate in the near-to-mid-term. Nonetheless, as the developed portions of the Phoenix area continue to push outward, the northern portions of the market area will be minimally impacted in the near term and the entire area will continue to grow in the longer term.

Conclusion and Relevance to the Subject Property

Typically, a market area grows at a fairly slow rate during the first period of growth. As the development in an area increases, the growth accelerates until development approaches saturation, at which point growth will again slow. Considered to be still in the early growth stage of development, existing development within the market area is mostly residential uses and undeveloped or agricultural land. With a large amount of remaining undeveloped land, projections indicate that both the population and the number of housing units in coming years will continue to increase. Overall, in common with other portions of the metropolitan area, the long-term outlook for the subject market area appears good.

SITE DESCRIPTION

The subject site is 13,036 square feet of land located at the southeast corner of Main Street and 6th Street in Florence. The site is further described as follows:

Site Area:	13,036 Square feet/0.2993 acre
Shape/Dimensions:	Rectangular/105' x 125'
Topography:	Level and at grade with surrounding properties.
Soil:	Based on my inspection of the subject property and observation of adjacent properties, the soil appears adequate to support potential improvements.
Drainage:	Apparently adequate
Lot Type:	Corner
Frontage and Access:	The property has adequate frontage along and access from the east side of Main Street, the south side of 6 th Street and the west side of Bailey Street.
MPSI Traffic Estimate:	1,931 VPD (2020) along Main Street, not available along 6 th Street or Bailey Street
Street Improvements:	
	<u>Main Street</u>
Traffic Lanes	Two (one north and one south)
Median	None
Surface	Asphalt or concrete pavement
Curbs	Concrete
Sidewalks	Concrete
Gutters	Concrete
Streetlights	Yes
	<u>6th Street</u>
Traffic Lanes	Two (one east and one west)
Median	None
Surface	Asphalt pavement
Curbs	Concrete
Sidewalks	Concrete
Gutters	Concrete
Streetlights	No

	<u>Bailey Street</u>
Traffic Lanes	Two (one north and one south)
Median	None
Surface	Asphalt pavement
Curbs	Concrete
Sidewalks	Concrete
Gutters	Concrete
Streetlights	Yes
Flood Zone:	Flood Zone X per FEMA FIRM 04021C0867E dated December 4, 2007
General Plan Designation:	<p>According to the Town of Florence General Plan Map, the property is located in an area targeted for Downtown Mixed Uses.</p> <p>The Downtown Mixed Use (DMU) designation is used within the Downtown area to provide for a mix of land uses supportive of revitalization efforts while respecting the historical value of the area and existing developed properties. This land use designation supports a variety of compatible land uses and development standards that will be in keeping with the sense of scale and place already established on Main Street between Butte Avenue and Ruggles Street. The incorporation of vertically and horizontally integrated residential uses is a critical component to the success of the land use category.</p> <p>Development is expected to be more compact and dense than what occurs outside of the Downtown core, and buildings could be of a greater height than that occurring at present, providing that they are compatible with existing surrounding land uses and consistent with the character of the area.</p> <p>Typical uses within this more pedestrian-oriented land use category include retail, entertainment, professional services, restaurants, parks, and mid-to-high density residential projects that are part of mixed-use developments. Public/governmental facilities and other supportive and ancillary land uses may occur within this land use category.</p> <p>The DMU designation is applied to the Main Street corridor from the proposed river road to the SR</p>

287/SR 79 junction. The DMU designation also extends along Ruggles Street and Butte Avenue between Main Street and the HMU land use designation along SR 79. This designation will not be applied outside of this area, but, where appropriate, can be expanded to contiguous areas.

Zoning:

According to the Town of Florence zoning map, the subject property is zoned DC (Downtown Commercial) by the Town of Florence.

The purpose of the downtown commercial zoning district is to maintain and enhance the character of the historic buildings within the central business district area of historic downtown Florence and facilitate opportunities for redevelopment and new development.

Use and development standard regulations for the DC district are designed to promote a pedestrian-oriented specialty retail and mixed-use district by encouraging the improvement of the pedestrian environment, delineating appropriate land uses within the district and ensuring that new and renovated buildings are designed to be compatible with the historic fabric of the area and at a scale consistent with existing buildings within the DC district.

Permitted uses in the DC zoning include: Personal and household services; specialty retail uses; art studios for the production and teaching of fine art, when located above the first floor or behind the commercial frontage; art galleries, antiques, crafts, consignment and collectibles sales; restaurants, cafeterias, taverns, liquor store and outdoor dining when ancillary to restaurant use; hotels and bed and breakfasts; residential units provided they are located behind the Main Street frontage on the street level floor, located above the street level floor if along the Main Street frontage and/or on any floor where not located along the Main Street frontage; professional and administrative offices; private club or lodge provided the facilities are under 5,000 square feet; and a number of conditionally permitted uses.

Development standards within the DC zoning are as follows:

Minimum front yard:	0 feet
Minimum side yard:	0 feet
Minimum street side:	0 feet
Minimum rear yard:	10 feet (commercial) 0 feet (residential)
Minimum site area:	Not applicable
Minimum lot area:	Not applicable
Minimum lot width:	Not applicable
Minimum lot depth:	Not applicable
Maximum height:	35 feet

Overlay District:

The property is located within the Town of Florence Historic Overlay area; however, because the improvements have been removed the property is not subject to the requirement for existing structures located within the overlay district. Nonetheless, new construction on the property is required to meet specific compatibility requirements.

Likelihood of Zoning Change: The DC zoning is consistent with the Downtown Mixed use general plan designation and the developed uses in the area. Thus, a zoning change for the property is not likely.

**Easements, Encroachments
And Restrictions:**

A title report for the property was not available for this appraisal. The property appears to be subject to typical utility easements. Based on my inspection, the property does not appear to be impacted by any atypical easements or restrictions.

Utilities:

Water:	Town of Florence
Sewer:	Town of Florence
Electricity:	Arizona Public Service Company
Telephone:	CenturyLink

Adjacent Land Uses:

North:	6 th Street followed by an American Legion Post and a US Post office
East:	Bailey Street followed by undeveloped land

South:
West:

Commercial uses
Main Street followed by commercial uses

Apparent Adverse Factors: None identified

Site Utility and Accessibility:

The property has adequate utility for potential uses and adequate access via the adjacent roadways.

Non-apparent Adverse Factors:

I again refer the reader to the Underlying Assumptions and Limiting Conditions. I repeat that I am not qualified to determine the presence of hazardous substances as they affect the site. This would include, but not be limited to, toxic chemicals, radon gas, methane, etc. Unless otherwise stated, the site is assumed to be unaffected by these substances.

Full Cash Values And Real Estate Taxes:

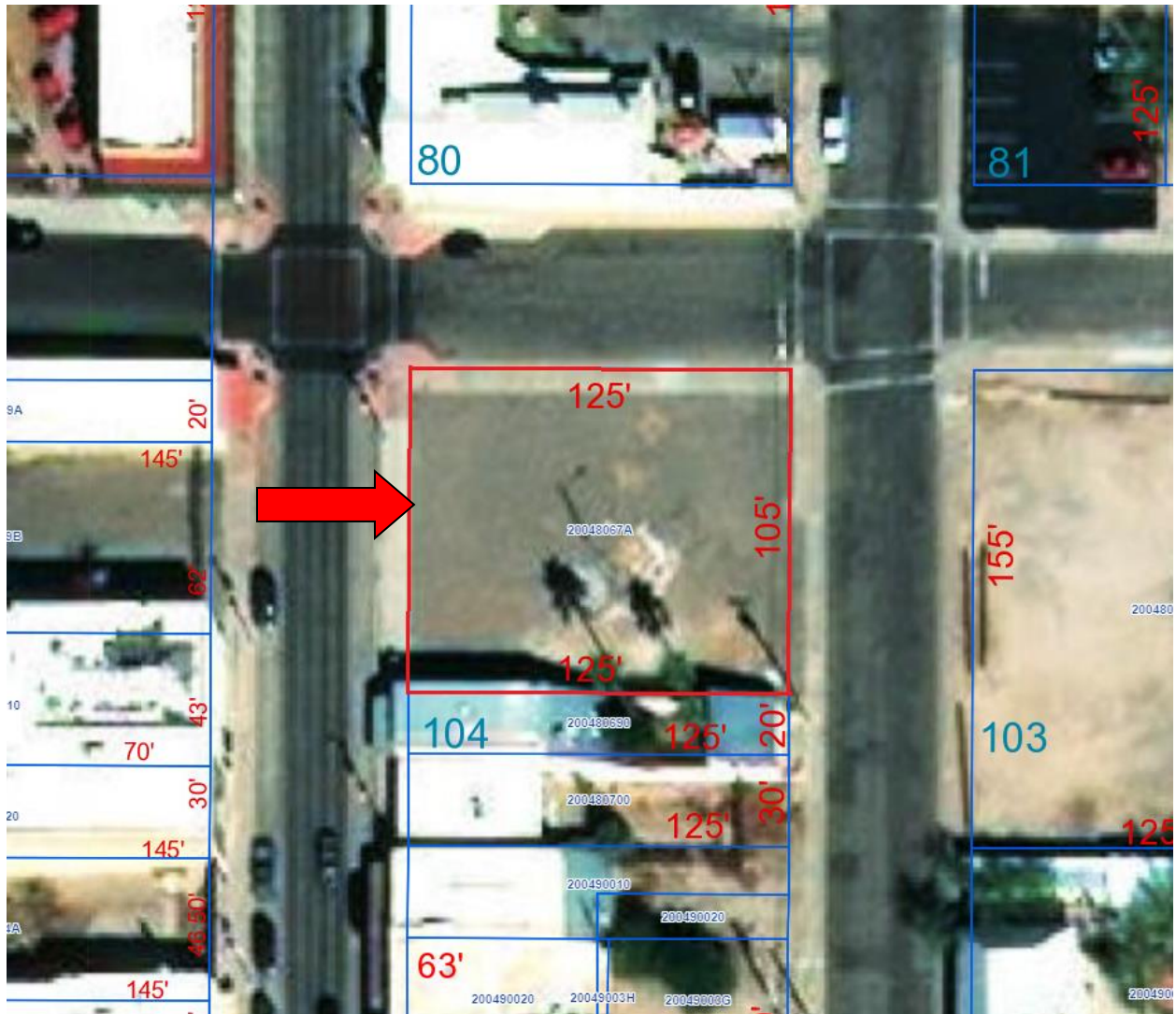
The property is identified as Pinal County APN 200-48-067A. The full cash values and taxes for this parcel are summarized as follows:

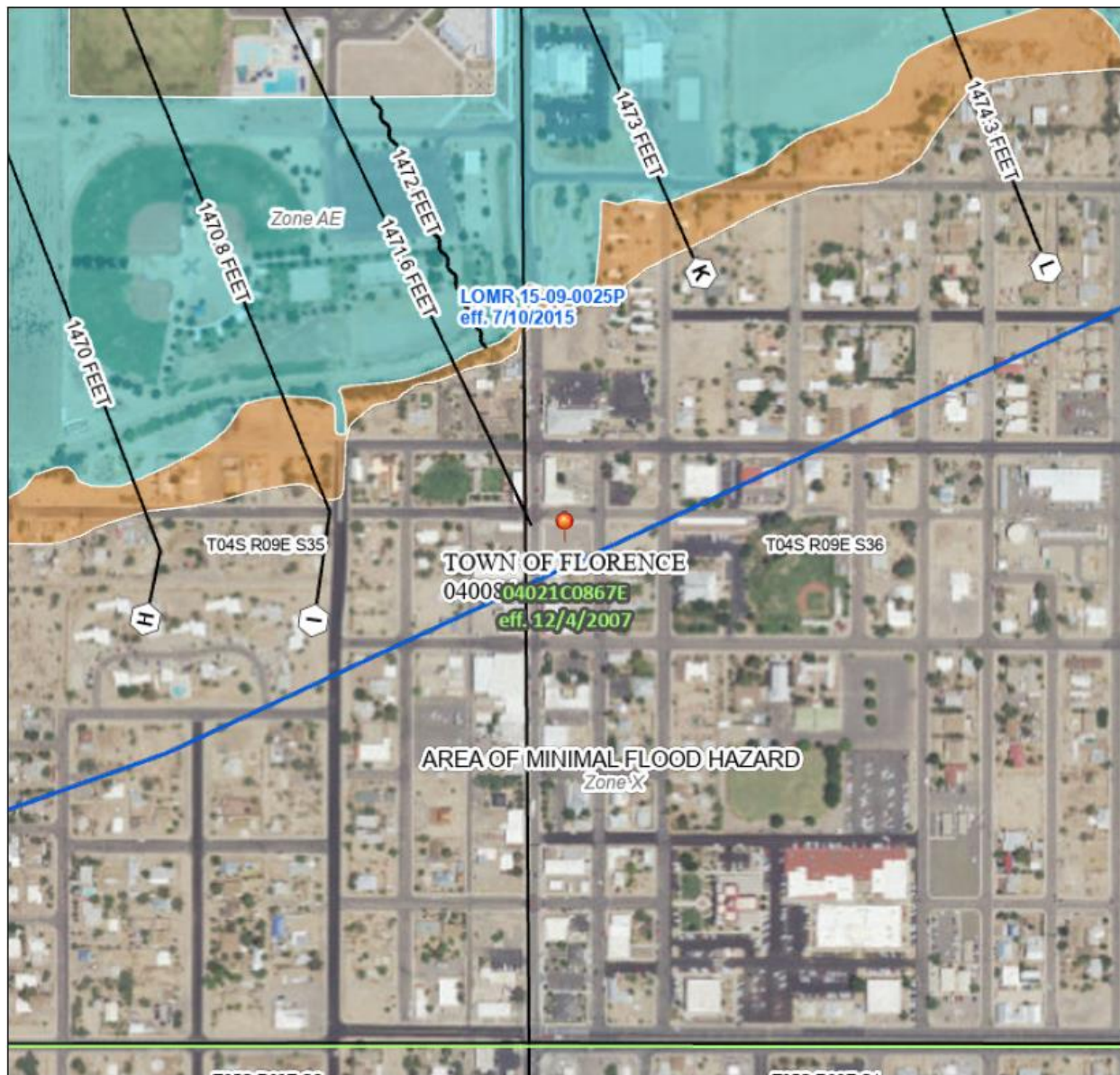
	2014 Final	2015 Final	2016 Final	2017 Final	2018 Final	2019 Final	2020 Final	2021 Prelim
FCV Improved	\$386,834	\$61,790	\$0	\$0	\$0	\$0	\$0	\$0
FCV Land	\$7,800	\$13,683	\$13,683	\$13,683	\$30,680	\$30,680	\$30,680	\$30,680
FCV Total	\$394,634	\$75,473	\$13,683	\$13,683	\$30,680	\$30,680	\$30,680	\$30,680
YoY Change %	1%	-81%	-82%	0%	124%	0%	0%	0%
Assessed FCV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LPV Total	\$394,634	\$70,934	\$12,779	\$13,418	\$14,089	\$14,793	\$15,533	\$16,310
State Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Back Taxes:

According to the Maricopa County Treasurer's Office, no delinquent prior year taxes are owed on this parcel.

Special Assessments: None Identified

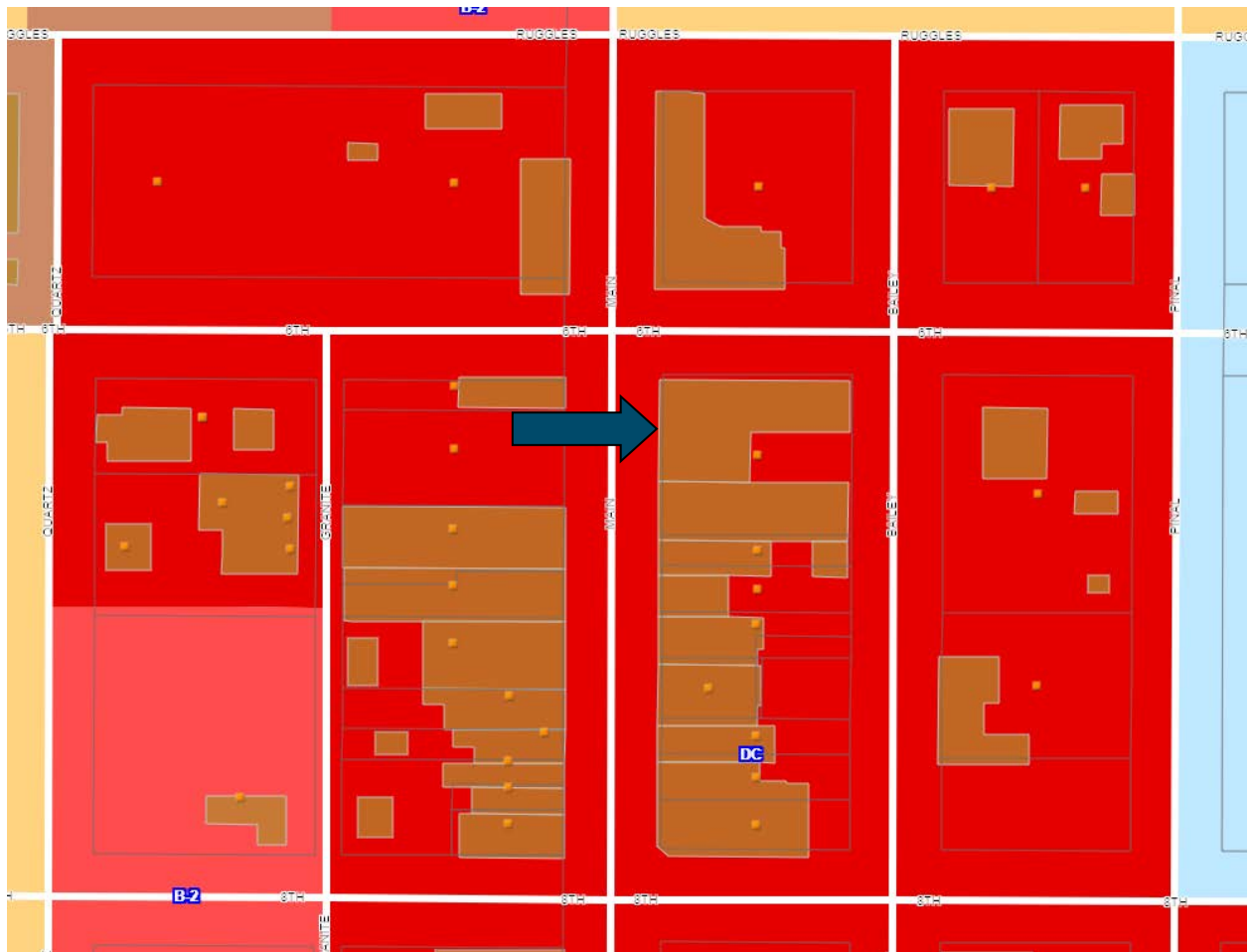




Town of Florence General Plan Land Use Map



Town of Florence Zoning Map



HIGHEST AND BEST USE ANALYSIS

Highest and best use is defined as “the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.⁴

This definition applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless the land value in its highest and best use exceeds the total value of the property in its existing use. Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to the wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, and that the use determined from analysis represents an opinion, not a fact to be found.

On the basis of the preceding sections, a general discussion will follow analyzing the highest and best use of the subject property, as vacant.

Legally Permissible

As discussed previously, the property is zoned DC (Downtown Commercial) by the Town of Florence. Permitted uses in the DC zoning include: Personal and household services; specialty retail uses; art studios for the production and teaching of fine art, when located above the first floor or behind the commercial frontage; art galleries, antiques, crafts, consignment and collectibles sales; restaurants, cafeterias, taverns, liquor store and outdoor dining when ancillary to restaurant use; hotels and bed and breakfasts; residential units provided they are located behind the Main Street frontage on the street level floor, located above the street level floor if along the Main Street frontage and/or on any floor where not located along the Main Street frontage; professional and administrative offices; private club or lodge provided the facilities are under 5,000 square feet; and a number of conditionally permitted uses.

The property is located within the Town of Florence Historic Overlay area; however, because the improvements have been removed the property is not subject to the requirement for existing structures located within the overlay district. Nonetheless, new construction on the property is required to meet specific compatibility requirements.

The DC zoning is consistent with the Downtown Mixed use general plan designation and the developed uses in the area. Thus, a zoning change for the property is not likely.

⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago, Illinois, 2015), page 109.

Thus, based on this information, it is my opinion that the most likely legally permissible use of the subject site, as vacant, is for development of a variety of commercial and mixed uses consistent with the DC zoning.

Physically Possible

The subject site is a 13,036 square foot parcel of land with near level topography. Land uses in the immediate area of the property are mostly downtown uses. Electricity, telephone, water, and sewer services are extended to the property or in the area. The property has frontage along and access from Main Street, 6th Street and Bailey Street. The property has adequate access and utility for development of potential uses. Recognizing these physical characteristics, development of the legally permissible uses is physically possible. Therefore, it is my opinion that the most likely legally permissible and physically possible use of the subject property is for development of a variety of commercial and mixed uses consistent with the DC zoning.

Financially Feasible

The economy and real estate market conditions in the Phoenix area over the last few years have supported development of commercial uses. However, in outlying area such as Florence, speculative development has not been supported. Nonetheless, development of specific uses to specific users is financially feasible. Thus, development of the property with a use consistent with the DC zoning is likely financially feasible for a specific use to a specific user. Therefore, the most likely financially feasible use of the property is for development of a variety of commercial and mixed uses consistent with the DC zoning, although the development horizon may not be immediate.

Maximally Productive

The financially feasible use that provides the greatest return to the land or results in the highest value is the maximally productive and highest and best use of the property. The most likely financially feasible use of the property is for development of a variety of commercial and mixed uses consistent with the DC zoning, although the development horizon may not be immediate. It is my opinion that no other use would provide a greater return to the property. Therefore, it is my opinion that the maximally productive and highest and best use of the property is for development of a variety of commercial and mixed uses consistent with the DC zoning, although the development horizon may not be immediate.

Typically, real estate can be valued by applying three approaches, i.e., the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Each of these approaches are defined and discussed as follows:

Cost Approach

The Cost Approach is defined as “a set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised”.⁵

This approach in appraisal analysis is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist no comparable properties on the market. This is sometimes referred to as Value in Use or the value of a particular property for a specific use, i.e., Special Purpose Value.

Sales Comparison Approach

The sales comparison approach is defined as “the process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available”.⁶

Traditionally, this is an appraisal procedure in which the market value estimate is predicated upon prices paid in actual market transactions and prices asked in current listings. It is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this technique is dependent upon (a) the availability of comparable sales data; (b) the verification of the sales data; (c) the degree of comparability or extent of adjustment necessary for time differences; and (d) the absence of atypical conditions

⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago, Illinois, 2015), page 54.

⁶ Appraisal Institute, *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago, Illinois, 2015), page 207.

affecting the sales price. It is sometimes referred to as Value in Exchange or the value, in terms of money, of real estate in a typical market.

The Income Capitalization Approach

The Income Capitalization Approach is defined as “specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.”⁷

The Discounted Cash Flow Analysis is defined as “the procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate”.⁸

Final Reconciliation

Final Reconciliation is defined as “the last phase in the development of a value opinion in which two or more value indications derived from market data are resolved into a final value opinion, which may be either a range of value, in relation to a benchmark, or a single point estimate”.⁹ In the final reconciliation section of the report, the valuation approaches are evaluated as to their pertinence and reliability to the appraisal problem. This analysis results in a final value estimate.

For valuation of the property, I have considered the cost, sales comparison, and income approaches, however, have only used the sales comparison approach. For valuation of the property, as vacant, the cost approach is not applicable due to the lack of improvements. And the income approach is not applicable due to the fact that similar sites are typically not leased or exchanged based on their income. Therefore, only the sales comparison approach is used.

⁷ Appraisal Institute, *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago, Illinois, 2015), page 115.

⁸ Appraisal Institute, *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago, Illinois, 2015), page 66.

⁹ Appraisal Institute, *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago, Illinois, 2015), page 91.

SALES COMPARISON APPROACH TO VALUE

The sales comparison approach is an approach through which an appraiser derives a value indication by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments, based on the elements of comparison, to the sale prices of the comparables.

Traditionally, this is an appraisal procedure in which the market value estimate is predicated upon prices paid in actual market transactions and prices asked in current listings. It is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this technique is dependent upon (a) the availability of comparable sales data; (b) the verification of the data; (c) the degree of comparability or extent of adjustment necessary for time differences; and (d) the absence of non-typical conditions affecting the sales price. It is sometimes referred to as Value in Exchange or the value, in terms of money, of real estate in a typical market.

The appraisal of land focuses on valuing the property rights attached to the land. In addition, the physical characteristics of land, the availability of utilities, and site improvements affect land use and value. The physical characteristics of a parcel of land that an appraiser may consider are size, topography, view amenity, access and utilities. Topographical characteristics include the land's contour, grade, and drainage. Land value must always be considered in terms of highest and best use.

Overview of the Search for Comparable Sales Information

Emphasis was placed upon selecting relatively recent transactions involving comparables which were similar to the subject properties in terms of property rights conveyed, location, potential use, and development time horizons. Although differing somewhat in terms of sale date, it should also be noted that the comparables are similar in terms of other physical attributes and intended use and are representative of the range of indications of value within which the subject properties could be placed.

Selection of Appropriate Units of Comparison

Although alternative units might be employed, when utilizing the sales comparison approach for parcels of land of this size, the predominant unit of comparison is the sales price per square foot of land area. During the research process, market participants clearly indicated that this unit of comparison is the primary unit used in the negotiation process. Accordingly, for the purpose of this report, the sale price per square foot of land area is used.

Analysis and Comparison of Comparable Sales

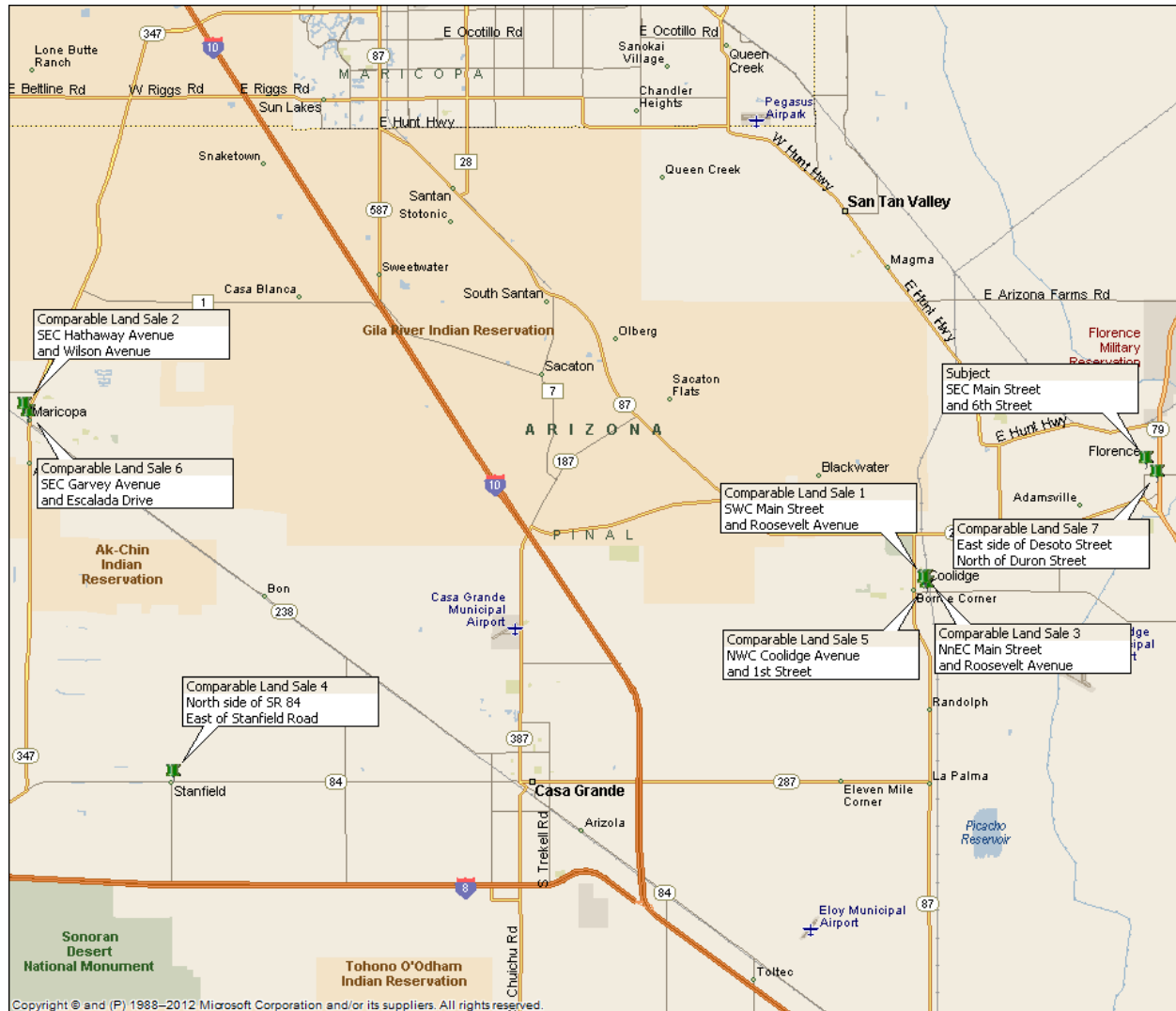
Typically, comparable sales are analyzed based on a variety of value influencing criteria. For this analysis, the factors that have been considered are as follows:

- Real Property Rights Conveyed
- Financing Terms
- Conditions of Sale
- Expenditures Immediately After the Sale
- Market Conditions (Date of Sale)
- Location
- Physical Characteristics (size, topography, off-site improvements, etc...)
- Intended Use
- Economic Characteristics
- Non-Realty Components of Value

Description of Vacant Land Comparables

Presented on the following pages are data sheets for each of the comparables examined, as well as a map showing the location of each comparable with respect to the subject property. Following the comparable data sheets is a detailed discussion of the application of the sales comparison approach and the value indications derived.

Comparable Land Sales Map



Comparable Land Sale One



West from Main Street



South from Roosevelt Avenue

Identification

Type:	Vacant land
Location:	At the southwest corner of Main Street and Roosevelt Avenue in Coolidge, Arizona
Tax Parcel Number:	205-05-131

Sale Data

Sale Price:	\$14,500
Terms:	All cash to the seller
Unit Price:	\$2.23 Per net square foot
Date of Recordation:	March 15, 2019 (March 2019 escrow)
Grantor/Seller:	Tudor Properties, LLC
Grantee/Buyer:	Douglas V. Husted
Instrument:	Warranty Deed
Instrument Number:	2019-018218
Conditions of Sale:	Typical
Marketing Period:	Less than one month
Source/Confirmation:	ARMLS, Monsoon, public records, seller's agent (Jackie Guthrie at 520-560-4821) and inspection

Site Data

Shape/Dimensions:	Rectangular
Area:	6,501 Net square feet/0.1492 net acre
Topography:	Near-level and at grade with surrounding properties
Zoning/Restrictions:	C-2 (General Business), City of Coolidge
Flood Zone:	Zone X
Noise Zone:	None

Off-Sites:	All installed except sidewalks along Roosevelt Avenue
Lot Type:	Corner
Utilities:	All to site
Arterial Frontage:	None
MPSI Traffic Estimate:	1,213 VPD along Main Street per 2020 data
Improvements:	None of value
One-Mile Demographics (2020):	6,281 Total population; \$39,456 median household income; \$80,421 median home value
Comments:	The property is located in downtown Coolidge in an area with a mix of commercial and residential uses.

Intended Use	Assemblage with the adjacent property for commercial use
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Aerial Photo



Comparable Land Sale Two



South from Hathaway Avenue



East from Wilson Avenue

Identification

Type: Vacant land
Location: At the southeast corner of Hathaway Avenue and Wilson Avenue in Maricopa, Arizona
Tax Parcel Number: 510-19-002D

Sale Data

Sale Price: \$70,000
Terms: All cash to the seller
Unit Price: \$5.53 Per net square foot
Date of Recordation: November 20, 2019 (November 2019 escrow)
Grantor/Seller: Brian d. Oakes
Grantee/Buyer: Sensible Properties, LLC
Instrument: Warranty Deed
Instrument Number: 2019-099275
Conditions of Sale: Typical
Marketing Period: Approximately two months
Source/Confirmation: ARMLS, Monsoon, public records, seller's agent (Ardie Hawkins at 480-322-5428) and inspection

Site Data

Shape/Dimensions: Irregular
Area: 12,649 Net square feet/0.2904 net acre
Topography: Near-level and at grade with surrounding properties
Zoning/Restrictions: GR (General Rural), City of Maricopa
Flood Zone: Zone AO
Noise Zone: None

Off-Sites:	Paved roads
Lot Type:	Corner
Utilities:	All necessary utilities are in the area.
Arterial Frontage:	None
MPSI Traffic Estimate:	Not counted
Improvements:	None of value
One-Mile Demographics (2020):	9,884 Total population; \$67,579 median household income; \$185,251 median home value
Comments:	The property is located in downtown Maricopa in an area with a mix of commercial and residential uses. The property is targeted for Commercial Uses on the City of Maricopa General Plan Land Use Map and is located within the Heritage Mixed Use Overlay, which allows a variety of commercial and residential uses. The property is located adjacent to a new courthouse that is under construction.

Intended Use	To hold for investment
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Aerial Photo



Comparable Land Sale Three



East from Main Street



North from Roosevelt Avenue

Identification

Type:	Vacant land
Location:	At the northeast corner of Main Street and Roosevelt Avenue in Coolidge, Arizona
Tax Parcel Number:	205-05-047

Sale Data

Sale Price:	\$20,000
Terms:	All cash to the seller
Unit Price:	\$2.56 Per net square foot
Date of Recordation:	June 11, 2020 (May 2020 escrow)
Grantor/Seller:	Celeste Mandell
Grantee/Buyer:	Daniel Brennan
Instrument:	Warranty Deed
Instrument Number:	2020-055328
Conditions of Sale:	Typical
Marketing Period:	Approximately 5 months
Source/Confirmation:	ARMLS, Monsoon, public records, buyer's agent (Dustin Hintz at 480-371-4042) and inspection

Site Data

Shape/Dimensions:	Rectangular
Area:	7,802 Net square feet/0.1791 net acre
Topography:	Near-level and at grade with surrounding properties
Zoning/Restrictions:	C-2 (General Business), City of Coolidge
Flood Zone:	Zone X
Noise Zone:	None

Off-Sites:	All installed along Main Street, paved road along Roosevelt Avenue
Lot Type:	Corner
Utilities:	All to site
Arterial Frontage:	None
MPSI Traffic Estimate:	1,213 VPD along Main Street per 2020 data
Improvements:	None of value
One-Mile Demographics (2020):	6,281 Total population; \$39,456 median household income; \$80,421 median home value
Comments:	The property is located in downtown Coolidge in an area with a mix of commercial and residential uses. The property sold for less than the asking price of \$25,000.

Intended Use	To hold for investment
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Aerial Photo



Comparable Land Sale Four



Identification

Type:	Vacant land
Location:	On the north side of SR 84, east of Stanfield Road in Stanfield, Arizona
Tax Parcel Number:	503-16-119

Sale Data

Sale Price:	\$25,500
Terms:	All cash to the seller
Unit Price:	\$2.44 Per net square foot
Date of Recordation:	August 18, 2020 (July 2020 escrow)
Grantor/Seller:	T. Lloyd Robinette and Susan Robinette
Grantee/Buyer:	Luis Garcia and Kristie Garcia
Instrument:	Warranty Deed
Instrument Number:	2020-081418
Conditions of Sale:	Typical
Marketing Period:	Less than one month
Source/Confirmation:	ARMLS, Monsoon, public records, seller's agent (Jim Robinette at 520-836-8902) and inspection

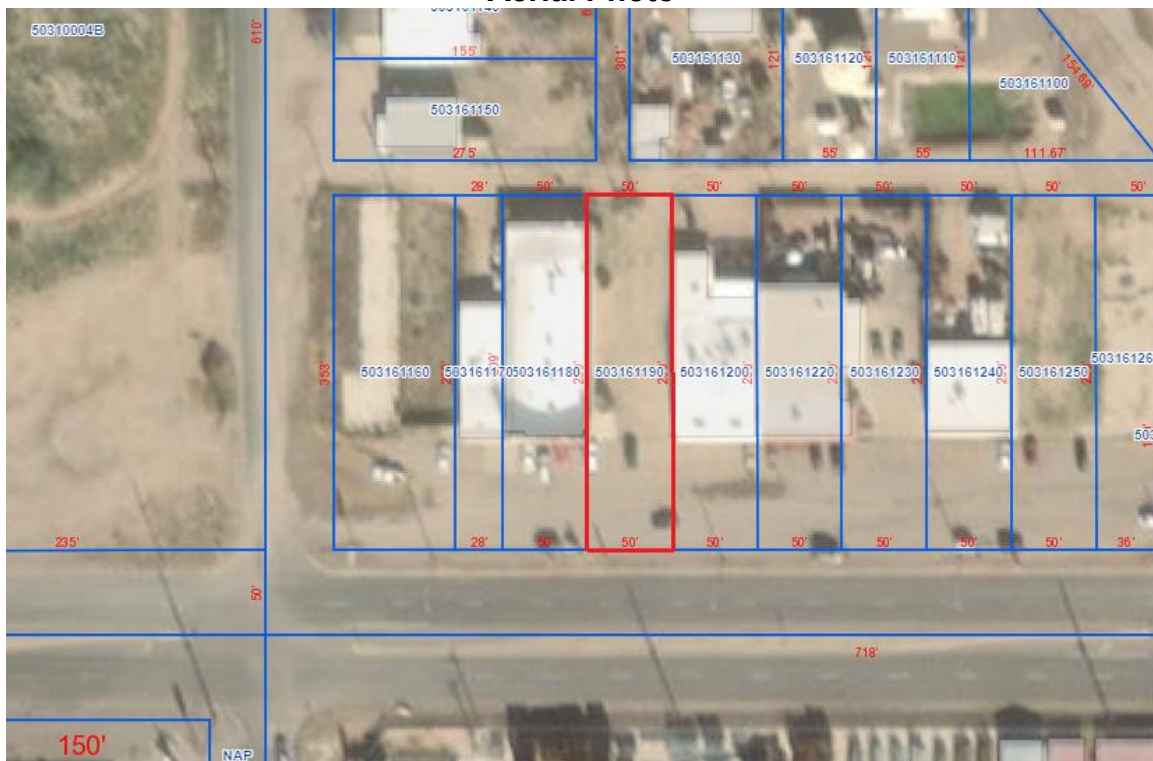
Site Data

Shape/Dimensions:	Rectangular
Area:	10,436 Net square feet/0.2396 net acre
Topography:	Near-level and at grade with surrounding properties
Zoning/Restrictions:	CB-2 (General Business Zond), Pinal County
Flood Zone:	Zone X
Noise Zone:	None
Off-Sites:	All installed
Lot Type:	Midblock
Utilities:	All to site
Arterial Frontage:	SR 84
MPSI Traffic Estimate:	3,860 VPD along SR 84 per 2020 data
Improvements:	None of value
One-Mile Demographics (2020):	84 Total population; \$52,500 median household income; \$299,999 median home value
Comments:	The property is located in downtown Stanfield in an area with a mix of commercial and residential uses. The agent indicated that there were multiple offers and the property sold for slightly more than the asking price.

Intended Use

To hold for investment

Aerial Photo



Comparable Land Sale Five



North from Coolidge Avenue



West from 1st Street

Identification

Type: Commercial land
Location: At the northwest corner of Coolidge Avenue and 1st Street in Coolidge, Arizona
Tax Parcel Number: 205-05-085A

Sale Data

Sale Price: \$43,000
Terms: All cash to the seller
Unit Price: \$3.07 Per net square foot
Date of Recordation: September 18, 2020 (August 2020 escrow)
Grantor/Seller: Sonia Aidee Acosta and Juan German Acosta Fonseca
Grantee/Buyer: Murillos Grading, Inc.
Instrument: Warranty Deed
Instrument Number: 2020-093790
Conditions of Sale: Typical
Marketing Period: Approximately 37 days
Source/Confirmation: ARMLS, Monsoon, public records, seller's agent (Corey Frederic at 480-208-7955) and inspection

Site Data

Shape/Dimensions: Rectangular
Area: 14,003 Net square feet/0.3215 net acre
Topography: Near-level and at grade with surrounding properties
Zoning/Restrictions: C-2 (General Business), City of Coolidge
Flood Zone: Zone X

Noise Zone:	None
Off-Sites:	All installed
Lot Type:	Corner
Utilities:	All to site
Arterial Frontage:	Coolidge Avenue
MPSI Traffic Estimate:	3,866 VPD along Coolidge Avenue per 2020 data
Improvements:	Perimeter fence and shade structure that contributed not value according to the agent
One-Mile Demographics (2020):	6,435 Total population; \$38,084 median household income; \$76,204 median home value
Comments:	The property is located in downtown Coolidge in an area with a mix of commercial, employment and residential uses.

Intended Use For use as a construction yard

Aerial Photo



Comparable Land Sale Six



South from Garvey Avenue



East from Escalada Drive

Identification

Type: Vacant land
Location: At the southeast corner of Garvey Avenue and Escalada Drive, in Maricopa, Arizona
Tax Parcel Number: 510-19-087D

Sale Data

Sale Price: \$120,000
Terms: All cash to the seller
Unit Price: \$6.33 Per net square foot
Date of Recordation: February 17, 2021 (January 2021 escrow)
Grantor/Seller: A & V Investment Ventures LLC
Grantee/Buyer: Desert Sky Group
Instrument: Warranty Deed
Instrument Number: 2021-019576
Conditions of Sale: Typical
Marketing Period: Approximately 79 days
Source/Confirmation: ARMLS, Monsoon, public records, and inspection

Site Data

Shape/Dimensions: Irregular
Area: 18,972 Net square feet/0.4355 net acre
Topography: Near-level and at grade with surrounding properties
Zoning/Restrictions: GR (General Rural), City of Maricopa
Flood Zone: Zone AO
Noise Zone: None
Off-Sites: Paved roads

Lot Type:	Corner
Utilities:	All necessary utilities are in the area.
Arterial Frontage:	None
MPSI Traffic Estimate:	Not counted
Improvements:	None of value
One-Mile Demographics (2020):	12,478 Total population; \$68,804 median household income; \$190,272 median home value
Comments:	The property is located in downtown Maricopa in an area with a mix of commercial and residential uses. The property is targeted for Commercial Uses on the City of Maricopa General Plan Land Use Map and is located within the Heritage Mixed Use Overlay, which allows a variety of commercial and residential uses.
Intended Use	To hold for investment

Aerial Photo



Comparable Land Sale Seven



Identification

Type:	Vacant land
Location:	On the east side of Desoto Street, north of Duron Street, in Florence, Arizona
Tax Parcel Number:	202-03-216

Sale Data

Sale Price:	\$30,000
Terms:	All cash to the seller
Unit Price:	\$2.67 Per net square foot
Date of Recordation:	March 15, 2021 (February 2021 escrow)
Grantor/Seller:	Dutch Treat Investments, LLC
Grantee/Buyer:	Not yet shown in public records
Instrument:	Not yet shown in public records
Instrument Number:	Not yet shown in public records
Conditions of Sale:	Typical
Marketing Period:	Approximately 34 days
Source/Confirmation:	ARMLS, Monsoon, public records, seller's agent (Clayton Cathemer at 520-560-2346) and inspection

Site Data

Shape/Dimensions:	Rectangular
Area:	11,252 Net square feet/0.2583 net acre
Topography:	Near-level and at grade with surrounding properties
Zoning/Restrictions:	R1-6 (Single-Family Residence), Town of Florence
Flood Zone:	Zone X
Noise Zone:	None
Off-Sites:	All installed
Lot Type:	Midblock
Utilities:	All necessary utilities are in the area.
Arterial Frontage:	None
MPSI Traffic Estimate:	Not counted
Improvements:	None of value
One-Mile Demographics (2020):	9,577 Total population; \$48,549 median household income; \$96,559 median home value
Comments:	The property is located in residential area of Florence. The property was previously developed with a single-family residence.

Intended Use

Development of a single-family residence

Aerial Photo



Land Sales Summary and Adjustment Grid								
	Subject	Comparable Land Sales						
		1	2	3	4	5	6	7
Sale Price	-	\$14,500	\$70,000	\$20,000	\$25,500	\$43,000	\$120,000	\$30,000
Size in Square Feet	13,036	6,501	12,649	7,802	10,436	14,003	18,972	11,252
Size in Acres	0.2993	0.1492	0.2904	0.1791	0.2396	0.3215	0.4355	0.2583
Price Per Sq Ft	-	\$2.23	\$5.53	\$2.56	\$2.44	\$3.07	\$6.33	\$2.67
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Total Adjustment	-	0	0	0	0	0	0	0
Price Adj. For Rights Conveyed	-	\$14,500	\$70,000	\$20,000	\$25,500	\$43,000	\$120,000	\$30,000
Financing	All Cash	All Cash	All Cash	All Cash	All Cash	All Cash	All Cash	All Cash
Total Adjustment	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Price Adj. For Financing	-	\$14,500	\$70,000	\$20,000	\$25,500	\$43,000	\$120,000	\$30,000
Conditions	Typical	Typical	Typical	Typical	Typical	Typical	Typical	Typical
Total Adjustment	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Price Adj. For Financing	-	\$14,500	\$70,000	\$20,000	\$25,500	\$43,000	\$120,000	\$30,000
Market Conditions (COE)	Mar-21	15-Mar-19	20-Nov-19	11-Jun-20	18-Aug-20	18-Sep-20	17-Feb-21	15-Mar-21
Adjustment Factor (see discussion)	-	10%	8%	5%	4%	3%	0%	0%
Total Adjustment	-	\$1,450	\$5,600	\$1,000	\$1,020	\$1,290	\$0	\$0
Price Adj. For Market Conditions	-	\$15,950	\$75,600	\$21,000	\$26,520	\$44,290	\$120,000	\$30,000
Adjusted Price Per Sq Ft		\$2.45	\$5.98	\$2.69	\$2.54	\$3.16	\$6.33	\$2.67
General Location	Typical	Inferior	Superior	Inferior	Inferior	Inferior	Superior	Inferior
1-Mile Population	7,128	6,281	9,884	6,281	84	6,435	12,478	9,577
1-Mile Median Income	\$48,243	\$39,456	\$67,579	\$39,456	\$52,500	\$38,084	\$68,804	\$48,549
1-Mile Median Home Value	\$100,532	\$80,421	\$185,251	\$80,421	\$299,999	\$76,204	\$190,272	\$96,559
Adjustment Factor		20%	-20%	20%	20%	20%	-20%	15%
Traffic Count	1,931	1,213	Not Counted	1,213	3,860	3,866	Not Counted	Not Counted
Adjustment Factor		0%	0%	0%	0%	0%	0%	0%
Configuration & Flood Zone	Typical / X	Typical / X	Typical / AO	Typical / X	Typical / X	Typical / X	Typical / AO	Typical / X
Adjustment Factor		0%	5%	0%	0%	0%	5%	0%
Size in Square feet	13,036	6,501	12,649	7,802	10,436	14,003	18,972	11,252
Adjustment Factor		0%	0%	0%	0%	0%	0%	0%
Utilities	All Nearby	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment Factor		0%	0%	0%	0%	0%	0%	0%
Offsite Improvements	All Installed	Similar	Inferior	Similar	Similar	Similar	Inferior	Similar
Adjustment Factor		0%	10%	0%	0%	0%	10%	0%
Improvements	None	None	None	None	None	None of Value	None	None
Adjustment Factor		0%	0%	0%	0%	0%	0%	0%
Zoning/Potential Use	DC / Com	C-2 / Com	GR / Com	C-2 / Com	CB-2 / Hold	C-2 / Com	GR / Com	R1-6 / Res
Adjustment Factor		0%	5%	0%	0%	0%	5%	10%
Net Percentage Adjustment		20%	0%	20%	20%	20%	0%	25%
Net Adjustment Per Sq Ft		\$0.49	\$0.00	\$0.54	\$0.51	\$0.63	\$0.00	\$0.67
Adjusted Price Per Sq Ft		\$2.94	\$5.98	\$3.23	\$3.05	\$3.80	\$6.33	\$3.33

Discussion of Transaction Adjustments

Property Rights Conveyed

This is an appraisal of the fee simple interest. The fee-simple interest was conveyed in each of the comparable sales; therefore, no adjustments are indicated for property rights conveyed.

Financing Terms

All the comparables, sold for all cash to the seller or with cash equivalent financing, indicating no adjustment for financing terms.

Conditions of Sale

All of the comparables appear to have sold under typical conditions of sale, indicating no adjustments.

Market Conditions

The effective date of the appraisal is March 13, 2021. The comparable sales closed between March 2019 and March 2021. Prior to the impact of COVID on the market, properties were increasing in value. Recognizing that properties have continued to sell in the area since COVID, as evidenced by the sales of Comparables 3, 4, 5, 6 and 7, all of the comparables, except Comparables 6 and 7 are adjusted upward for market conditions. Comparables 6 and 7 are more recent sales reflective of current market conditions and are not adjusted.

Discussion of Property Adjustments

Location

As part of the adjustment for location, I have considered surrounding development, land use patterns, lot type, nearby population, median income, and median home values. For this analysis, the subject has a typical location. Comparables 1, 3, 4, 5 and 7 have inferior locations and are adjusted upward. Comparables 2, and 6 have superior locations and are adjusted downward.

Traffic Count

The subject property and all of the comparables have sufficiently similar traffic counts to not require adjustments.

Configuration and Flood Zone

The subject property and all of the comparables have generally typical configurations, indicating no adjustments. The subject and Comparables 1, 3, 4, 5 and 7 are located in Flood Zone X indicating no adjustments. Comparables 2 and 6 are located in Flood Zone AO, which is inferior to the subject indicating an upward adjustment.

Size in Square Feet

The subject property and all of the comparable sales are sufficiently similar in size to not require adjustments.

Utilities

The subject property has electricity, telephone, water and sewer nearby. All the comparables have sufficiently similar utilities to not require adjustments.

Off-Site Improvements

The subject fronts along existing roadways with all off-site improvements. Comparables 1, 3, 4, 5 and 7 have sufficiently similar offsite improvements to not require adjustments. Comparables 2 and 6 have inferior offsite improvements and are adjusted upward.

Improvements

The subject site is vacant land with no improvements. Comparables 1, 2, 3, 4, 6 and 7 did not have any significant improvements, indicating no adjustments. Comparable 5 has a perimeter fence and a shade structure that contributed no value to the property, according to the agent. Recognizing that the improvements did not contribute value, no adjustment is made for improvements.

Zoning/Potential Use

The subject property is zoned DC and the potential for development of a commercial or mixed use. The property can be developed to its highest and best use without rezoning. Comparables 1, 3, 4 and 5 have a similar highest and best use and the zoning that allows for that use. Comparables 2 and 6 will require rezoning for development of most uses. This is inferior to the subject, indicating upward adjustments. The zoning and highest and best use of Comparable 7 is for single-family residential use, which is inferior to the subject in this area, indicating an upward adjustment.

Reconciliation of Value Indications

The comparable sales have an unadjusted sale price range of \$2.23 to \$6.33 per square foot and indicate an adjusted value range of \$2.94 to \$6.33 per square foot. The comparables have an average adjusted sale price of \$4.09 per square foot and a

median adjusted sale price of \$3.33 per square foot. Based on these indications, it is my opinion that the subject property has a value of \$4.00 per square foot.

Thus, with a unit value of \$4.00 per square foot and a site area of 13,036 square feet, the value of the subject property is calculated as follows:

$$13,036 \text{ Square Feet} \times \$4.00 \text{ Per Square Foot} = \$52,144$$

Therefore, based on the sales comparison approach, it is my opinion that the market value of the subject site, as vacant, as of the effective date of the appraisal, is \$52,144.

RECONCILIATION AND VALUATION CONCLUSION

Reconciliation is the process whereby the appraiser evaluates and selects from among alternative conclusions or indications, a single conclusion of value. An orderly connection of interdependent elements is a prerequisite of proper reconciliation. This requires a re-examination of specific data, procedures, and techniques within the framework of the approaches used to derive preliminary estimates. Each approach is reviewed separately by comparing it to the other approaches to value in terms of adequacy, accuracy, completeness of reasoning, and overall reliability.

Within the scope of this report, all three approaches to value have been considered; however, only the sales comparison approach has been used to develop an opinion of value for the subject property. The value indication from the sales comparison approach to value for the subject property is \$52,144.

In the sales comparison approach for the subject site, as improved, I analyzed sales of seven comparable properties. Although differing somewhat in terms of market conditions, location and physical characteristics, it is my opinion that the comparables used are indicative of the value range for the subject property and that no other comparables in the area provide a more reliable indication of value for the subject property. Furthermore, after adjustments, the comparables sales provide a reasonable indication of value for the subject site. Thus, with all weight on the sales comparison approach, it is my opinion that the market value of the subject site, as of the effective date of the appraisal is \$52,144, or \$4.00 per square foot.

Exposure Time

Exposure time is defined as “an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”¹⁰ Based on other sales in the area, it is my opinion that the subject property could have been sold in twelve months or less.

¹⁰Appraisal Standards Board of The Appraisal Foundation, *2020-2021 Uniform Standards of Professional Appraisal Practice* (United States of America, 2020), page 4.

- Subject Photographs
- Appraiser's Qualifications



Subject Photographs



East from Main Street



South along Main Street



South from 6th Street



East along 6th Street



West from Bailey Street



South along Bailey Street

Appraiser's Qualifications

Professional Qualifications of J. Douglas Estes, MAI, SR/WA

Professional Certification, Designations and Associations

- Arizona Certified General Real Estate Appraiser Number 30821
- MAI, Appraisal Institute, Certificate Number 11429
- SR/WA, International Right of Way Association, Designation Number 5641

Experience

Firms

- 2014—Present, Real Estate Appraiser and Owner, Landpro Valuation, Mesa, AZ
- 1998—2014, Real Estate Appraiser for Sell & Associates, Tempe, AZ
- 1994—1998, Real Estate Appraiser for Sell, Huish & Associates, Tempe, AZ
- 1993—1994, Appraisal Researcher for R.H. Whitlatch & Associates, Yuma, Arizona
- 1989—1993, Construction Estimator for Estes Insulation, Yuma, Arizona

Property Types/Assignments

- | | |
|---|----------------------------------|
| • Expert Witness Testimony | • Desert Land |
| • Industrial Buildings | • Agricultural Land |
| • Retail Buildings | • Ranches |
| • Gas Stations and Convenience Stores | • Mobile Home and RV Parks |
| • Environmentally Contaminated Property | • Single-Family Residences |
| • Rights-of-Way and Easements | • Funeral Homes |
| • Multi-Family Residential Properties | • Auto Service Facilities |
| • Residential Subdivisions | • Auto Sales Facilities |
| • Medical Office Buildings | • Sand and Gravel Land (Mine) |
| • Billboard Leases | • Feasibility Studies |
| • Transportation and Utility Corridors | • RV and Boat Storage Facilities |
| • Leased Fee Analysis/Valuations | • Partial Interest Valuations |
| • Mini-Storage Facilities | • Master Planned Communities |
| • Historic Properties | • Partial Taking Valuations |
| • Professional Office Buildings | • Transit Warehouses |
| • Section 8 Rent Comparability Studies | • Commercial Subdivisions |

Geographical Areas

- | | |
|--------------|---|
| • Arizona | • Mexico |
| • California | • Gila River Indian Community |
| • Utah | • Navajo Nation |
| • New Mexico | • Salt River Pima Maricopa Indian Community |
| • Nevada | |

Litigation Assignments

- Eminent Domain
- Bankruptcy
- Divorce
- Income, Gift and Estate Taxes
- Foreclosure
- Real Estate Taxes
- Insurance Claims
- Fraud

Education

- Bachelor of Science, Business Management-Finance, Cum Laude, Marriott School of Management, Brigham Young University, 1989

Professional Courses and Seminars

- AI Seminar, Subdivision Valuation, Online, 2019
- AI Seminar, Fundamentals of the UASFLA, Online, 2019
- AI Course Online Business Practices and Ethics, 2018
- IRWA The Uniform Act Executive Summary, Online, 2018
- IRWA Ethics and the Right of Way Profession, 2018
- Basic Hotel Appraising-Limited Service Hotels, McKissock, 2017
- Various Condemnation Summits from 2010 through 2018
- The Nuts and Bolts of Green Building for Appraisers, McKissock, 2015
- Arizona Appraiser Laws and Regulations Course, 2013
- Arizona Supervisory Appraiser/Trainee Appraiser Course, 2013
- IRWA Course 103, Ethics and the Right of Way Profession, 2012
- AI Seminar, Introduction to Valuation for Financial Reporting, Phoenix, 2011
- State Bar of Arizona Annual Convention, Bankruptcy, Glendale, 2010
- State Bar of Arizona Annual Convention, Negotiating & Restructuring RE, Glendale, 2010
- IRWA Course 502, Business Relocation, Tempe, 2010
- LAI, Real Estate Bankruptcies for the Non-Lawyer RE Professional, Scottsdale, 2010
- International Right of Way Association Facilitator Clinic, Las Vegas, 2010
- AI Seminar, Uniform Appraisal Standards for Federal Land Acquisitions, Phoenix, 2009
- IRWA Course 803, Eminent Domain Law for the Right of Way Professional, Phoenix, 2009
- AI Seminar, Appraising Distressed Commercial RE: Here We Go Again, Mesa, 2009
- IRWA Course 410, Reviewing Appraisals in Eminent Domain, Tempe, 2008
- IRWA Course 401, Appraisal of Partial Acquisitions, Los Angeles, 2007
- IRWA Course 900, Principles of Real Estate Engineering, Tempe, 2007
- IRWA Course 213, Conflict Management, Tempe, 2006
- IRWA Course 205, Bargaining Negotiations, Tempe, 2006
- IRWA Course 800, Principles of Real Estate Law, Tempe, 2006
- IRWA Course 212, Creatively Solving Problems in Groups, Tempe, 2005
- IRWA Course 104, Standards of Practice for the Right of Way Professional, 2005
- IRWA Course 200, Principles of Real Estate Negotiation, Phoenix, 2004
- IRWA Course 403, Easement Valuation, Phoenix, 2004
- IRWA Course 214, Skills of Expert Testimony, Phoenix, 2004
- AI Seminar, Online Valuation of Detrimental Conditions, Online, 2003
- AI Course 420N, Business Practices and Ethics, Tempe, 2003
- IRWA Course 802, Legal Aspects of Easements, Phoenix 2003

- AI Course 410, Standards of Professional Practice, Part A, Tempe 2003
- AI Course 705, Litigation Appraising: Specialized Topics and Applications, Tempe 2002
- AI Course 700, Appraiser as Expert Witness: Preparation and Testimony, Tempe 2002
- AI Course 720, Condemnation Appraising: Advanced Principles, Tempe 2000
- AI Course 710, Condemnation Appraising: Basic Principles, Tempe 2000
- Comprehensive Appraisal Workshop, Dallas, Texas, 1996
- AI Course 550, Advanced Applications, San Diego, California, 1996
- AI Course 540, Report Writing & Valuation Analysis, San Diego, California, 1995
- AI Course 530, Sales Comparison & Cost Approaches, Boulder, Colorado, 1995
- AI Course 420, Code of Professional Ethics, Las Vegas, Nevada, 1995
- AI Course 410, USPAP, Las Vegas, Nevada, 1995
- AI Course 520, Highest and Best Use and Market Analysis, Tempe, AZ, 1995
- AI Course 510—Advanced Income Capitalization, San Jose, California, 1994
- AI Course 310—Basic Income Capitalization, San Diego, California, 1993
- AI Course 110—Appraisal Principles, Salt Lake City, Utah, 1993

Other Readings/Studies

- Principles of Right of Way (International Right of Way Associations)
- Numerous Eminent Domain Cases
- Real Estate Valuation in Litigation, 2nd Edition (Chicago: Appraisal Institute, 1995)
- The Appraisal of Real Estate (Chicago: Appraisal Institute)

Other Professional & Civic Activities

- IRWA Course Facilitator
- IRWA Kachina Chapter 28 Professional of the Year, 2008
- IRWA Kachina Chapter Executive Board, 2006-2009 (2008 President)
- IRWA Kachina Chapter-Seminar Committee, 2004-2008
- IRWA Kachina Chapter-Marketing and Public Awareness Chairman, 2004-2009
- Arizona Management Group
- Boy Scouts of America
- Instructor for Lorman Education Services
- Spanish Speaking



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 178

Dept. #: 2600171

Dept. Name: Court Administration

Director: Hon. Stephen F. McCarville

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the submission of the FY2022 Fill-the-Gap Fund (FTG) application. This is an on-going program consisting of a combination of State (\$101,501) and local (\$296,669) Fill-the-Gap funds. Funds are used to cover the wages and ERE of two Superior Court Judges, one Judicial Assistant, one Bailiff, and the cost of five ACAP desktop PCs. As required for FTG funds, the judicial officers and staff are assigned to criminal case processing, including but not limited to Early Disposition Court (EDC) and Probation Restoration Court (PRC). Budget capacity for these positions is included in the Court FY2022 budget, therefore, a budget amendment is not necessary. (David Tascoe/Todd Zweig)

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 presented.

History	Who	Approval
Time		
6/8/2021 1:32 PM	County Attorney	Yes
6/10/2021 10:43 AM	Budget Office	Yes
6/10/2021 10:52 AM	County Manager	Yes
6/15/2021 1:44 PM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

- | |
|--|
| <input type="checkbox"/> BOS Approval Form |
| <input type="checkbox"/> FY22 Fill-the-Gap Application |



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 _____

FILL THE GAP (FTG) APPLICATION FY21-22

A. APPLICANT INFORMATION

1. COURT NAME: SUPERIOR COURT OF ARIZONA IN PINAL COUNTY		
2. CONTACT PERSON: JACKIE McMURRY	3. TITLE: BUDGET ANALYST	
4. ADDRESS (STREET, CITY, STATE, ZIP): PO BOX 1748, 971 N. JASON LOPEZ CR, BLDG. A, FLORENCE, AZ 85132		
5. PHONE: 520-866-5412	6. FAX: 520-866-5401	7. E-MAIL ADDRESS: JMcMURRY@COURTS.AZ.GOV

B. BUDGET INFORMATION

8. PROJECT TITLE: CRIMINAL CASE PROCESSING – EDC & PRC		
9. BEGIN DATE: 07/01/2021		END DATE: 06/30/2022
10. AMOUNT OF STATE FTG REQUESTED: \$ 101,501.00	AMOUNT OF LOCAL FTG REQUESTED: \$ 296,669	LOCAL BALANCE (COURT PORTION): \$ 158,733 CARRY FORWARD PROJECTED AS OF JUNE 30, 2021; PLUS AN ADDITIONAL \$321,868 IN REVENUE (CERTIFIED BY LOCAL FINANCE)
11. OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE \$ AMOUNT): \$386,889		
12. <input type="checkbox"/> NEW REQUEST	<input checked="" type="checkbox"/> CONTINUE PROJECT – TIME & \$ <input type="checkbox"/> CONTINUE PROJECT – ADDITIONAL STAFF GPT #2111FTG001	<input type="checkbox"/> EXTEND PROJECT - TIME ONLY, NO ADDITIONAL FUNDS GPT #

C. PROJECT INFORMATION

13. DESCRIPTION OF PROJECT PLAN.

This is a request for continuation funding of the project outlined and funded from Pinal County's 2021 application (GPT #2111FTG001). Current funding will end on June 30, 2021. This application is a request for a combination of both State and Local Fill-the-Gap funds, for the period of July 1, 2021 through June 30, 2022.

Funds requested this year will continue to support two full-time Superior Court Judges, one full-time Judicial Assistant, one full-time Bailiff, all at 100% (salary plus ERE), plus funding ACAP maintenance agreements for four ACAP computers.

Funds will be used to support the Superior Court's Probation Revocation Court (PRC) and Early Disposition Court (EDC) courts. Approximately two-thirds of all criminal cases filed in Pinal County are being assigned to EDC. EDC is designed to dispose of cases that can be identified as requiring simpler resolutions, this in turn supports increased case terminations, and a reduction in time to disposition in Pinal County's caseload management outcome. Currently, based upon present case filings, two full-time judicial officers are covering two EDC days and one PRC day in addition to other criminal calendars and trials. A significant increase in criminal case filings would trigger expanding EDC to a third day continues to be the go-to strategy should caseloads increase beyond current levels.

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

Pinal County's 2019 population estimates are 462,789, with a growth rate of 7.56% according to data from the US Census Bureau. Pinal County is approximately 50.8% larger than the next largest County (Yavapai County). According to the US Census Bureau, Pinal County's growth from 2010 through 2019, was at a rate of 23.2%.

A significant challenge to our efforts, starting in 2012, was the change in administration at the County Attorney's Office and the resulting change in prosecutorial philosophies. The result was a reduction in cases going through the Early Disposition Court, due to a stated preference for taking cases to trial rather than negotiating plea agreements. Further, an important element impacting our case processing time was the monumental increase in death penalty cases, which totaled 22 at one point, during the last County Attorney's administration. In January 2017, one of the first actions undertaken by the newly elected County Attorney was to review each death penalty case. The review resulted in the County Attorney reducing the total number of death penalty cases to a total of 10 active death penalty cases. At least two of the remaining death penalty cases have reached a settlement which negates a lengthy, and costly trial. To date, Pinal County has 7 capital cases.

The change in philosophy and increased support from the County Attorney, impacts our ability to improve our case time to disposition which is commiserate with that offices support of EDC/PRC and a change in charging practices.

This year has proved to be challenging with the COVID 19-Pandemic that has gripped the nation since February 2020. Trial hearings have been postponed as appropriate, thus increasing the overall backlogged cases. Criminal trials have been postponed but will resume in a way that prioritizes the safety of the public, judicial officers and employees of the judiciary.

The below listed case numbers/percentages cover the period of July 1, 2020 to April 5, 2021.

Total Cases Disposed: 1,681

<i>Cases disposed in:</i>	<i>0 – 90 Days:</i>	<i>631</i>	<i>37.54%</i>
	<i>91 – 180 Days:</i>	<i>470</i>	<i>27.96%</i>
	<i>181 – 270 Days:</i>	<i>234</i>	<i>13.92%</i>
	<i>271 – 365 Days:</i>	<i>145</i>	<i>8.63%</i>
	<i>366+ Days:</i>	<i>201</i>	<i>11.96%</i>

<i>Felony cases disposed of within 90 days:</i>	<i>37.54%</i>
<i>Felony cases disposed of within 180 days:</i>	<i>65.50%</i>
<i>Felony cases disposed of within 365 days:</i>	<i>88.04%</i>

MEAN time to disposition is approximately: 177 days

As in previous years, case disposition times continue to be monitored and reported to Judges monthly via the Research Analyst/Case Flow Manager in Court Administration, or alternatively a Clerk's Office-created Dashboard which provides each judge with his/her active cases, case status and the ability to correct the available data. We are confident this process brings more immediate attention to cases which have fallen behind. However, no Judge can effectively manage his or her caseload without support to perform the tasks of docketing, calendaring, minute entry processing, and mail processing. In addition, to increase the percentage of cases disposed within the target timeframes, additional hearings are required, thus increasing the size of support personnel workloads.

We continue to work toward our previously established goals of meeting the Time Standards set by the Arizona Supreme Court. Should we achieve these goals under this County Attorney's administration, we will examine whether it may be prudent to increase those goals in the future.

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

BY JUNE 30, 2022, 65% OF CASES DISPOSED OF WITHIN 90 DAYS
 BY JUNE 30, 2022, 85% OF CASES DISPOSED OF WITHIN 180 DAYS
 BY JUNE 30, 2022, 96% OF CASES DISPOSED OF WITHIN 365 DAYS

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE).

PERSONNEL	\$	393,170.00
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	
COMPUTER EQUIPMENT	\$	5,000.00
TOTAL	\$	398,170.00

E. BUDGET (CLERK OF THE COURT)

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT/FURNITURE	\$	
COMPUTER EQUIPMENT	\$	
TOTAL	\$	

F. BUDGET (JUSTICE COURT)

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	
COMPUTER EQUIPMENT	\$	
TOTAL	\$	

G. PERSONNEL EXPENDITURE DETAIL**SUPERIOR COURT**

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
1	Judicial Assistant	\$ 74,492.00
1	Bailiff	\$ 58,531.00
2	Superior Court Judges	\$260,686.00
Total		\$393,710

CLERK OF THE COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		\$
		\$
		\$
		\$
Total		\$

JUSTICE COURTS

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		\$
		\$
		\$
		\$
Total		\$

H. EQUIPMENT EXPENDITURE DETAIL**SUPERIOR COURT**

Type of Equipment	Amount
(4) ACAP PCs (Laptops)	\$ 5,000.00
	\$
	\$
	\$
	\$
Total	\$ 5,000.00

CLERK OF THE COURT

Type of Equipment/Furniture/Other Operating	Amount
	\$
	\$
	\$
	\$
	\$
Total	\$

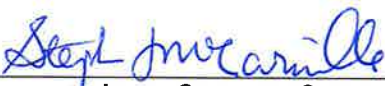
JUSTICE COURT

Type of Equipment	Amount
	\$
	\$
	\$
	\$
	\$
Total	\$

I. SIGNATURES OF SUBMITTING PARTIES

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

 06/02/2021
 PRESIDING JUDGE SUPERIOR COURT DATE CHAIRMAN, BOARD OF SUPERVISORS DATE

HON. STEPHEN F. MCCARVILLE
 PLEASE PRINT NAME

HON. STEPHEN Q. MILLER
 PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

 6/7/2021
 CLERK OF THE SUPERIOR COURT DATE PRESIDING JUSTICE OF THE PEACE DATE

HON. REBECCA PADILLA
 PLEASE PRINT NAME

HON. JOHN ELLSWORTH
 PLEASE PRINT NAME

SUBMIT COMPLETED APPLICATION TO:

csdgrants@courts.az.gov

or

**GRANT SPECIALIST
 COURT SERVICES DIVISION
 ADMINISTRATIVE OFFICE OF THE COURTS
 1501 W. WASHINGTON, SUITE 410
 PHOENIX, AZ 85007**



AGENDA ITEM

June 23, 2021 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Executive Session pursuant to A.R.S. 38-431.03(A)(3)(4) for legal advice regarding pending litigation concerning Machu Picchu Holdings LLC v. Pinal County (TX2019-001718) (Chris Keller/Douglas Wolf)

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

6/11/2021 11:22 AM

Who

Clerk of the Board

Approval

Yes

ATTACHMENTS:

[Click to download](#)

No Attachments Available