



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY BOARD OF SUPERVISORS
AGENDA FOR REGULAR SESSION
Wednesday, February 1, 2023

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 the Public - Consideration and discussion of comments from the public. Those wishing to address the Pinal County Board of Supervisors need not request permission in advance. 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.
Click Here for Call to the Public Guidelines
- (2) County Manager's Report (Information Only). (Leo Lew)
- (3) Purchasing Division Report - February 1, 2023 (Tiara Peterson/Angeline Woods)
- (4) Discussion/approval/disapproval to waive attorney client and work product privileges regarding the report of administrative investigation of complaints made by Amanda Stanford and Garland Shreves dated August 27, 2022, and direct the report to be released, subject to any necessary redactions. (Jeffrey McClure)
- (5) Discussion concerning the Limited Term Employment Agreement and performance award entered into August 4, 2022, with Virginia Ross and its legal consequences. (Chris Keller/Kent Volkmer)
- (6) Discussion and update the Board on the Criminal Justice Coordinating Committee (CJCC), its members, and its impact on Pinal County. (Kent Volkmer)
- (7) Discussion and update regarding the 2023 state and federal legislative session, bills, budget proposals, and pending actions. (Stephen Miller)
- (8) **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 the current billings before the Board. (Natasha Kennedy)

- * B. Discussion/approval/disapproval of an amendment to the FY 22/23 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 266 (Misc Grants) to increase revenue and expenditure appropriations for the previously approved Gila River Indian Community Grant in the amount of \$10,000 for Economic Development and Tourism promotional materials. (James Smith/Himanshu Patel)
- * C. Discussion/approval/disapproval of the following individual to the Pinal County Workforce Development Board:
 - Appointment (Business Category) Eric Craft, Human Resources Director, The Procter and Gamble Company. 739 E. Arica Road, Coolidge, AZ 82131. The term of service will be February 1, 2023, through January 31, 2025. (Joel Millman/James Smith)
- * D. Discussion/approval/disapproval of Special Event Permit SEP-018-22: Mountain Bike America LLC, dba Epic Rides, 24 Hours In The Old Pueblo event to be held at Willow Springs Ranch from February 17, 2023, through February 19, 2023. Supervisor District #4. (Susan Baker/Brent Billingsley)
- * E. Discussion/approval/disapproval of an Intergovernmental Agreement (IGA) between Pinal County and the Town of Florence for Mass Notification System. This contract will be good for two (2) years, with an automatic renewal for 1 (one) additional two (2) year terms. This agreement will be at no cost to the County. Supervisor District #1. (GA22-043) (Courtney Prock/Andrew Smith)
- * F. Discussion/approval/disapproval of a License Agreement with Western Area Power Administration (WAPA) for the reconstruction and widening of Thornton Road and retention basins crossing under, over or across WAPA's Casa Grande to Empire 115-kV Transmission Lines located in Sections 6 & 7, T7S, R6E, in the unincorporated area of Pinal County. Supervisor District #3. (GA22-046) (Celeste Garza/Andrew Smith)
- * G. Discussion/approval/disapproval of Award No. 2023-405d-034, Amendment Nos. 2023-47 and 2023-61 between the Governor's Office of Highway Safety and the Pinal County Sheriff's Office through the Pinal County Board of Supervisors. Amendment No. 2023-47 increases the award by \$50,000 and will be used for overtime and EREs for GOHS Southern Regional DRE Training. Amendment No. 2023-61 increases the award amount by \$100,000 and will be used to renovate of the Pinal County Regional DUI Task Force Command Post 2008 Freightliner used for DUI/Impaired Driving. These amendments increase the award by \$150,000 for a new award amount of \$270,000. The request also requires a fiscal amendment to the FY 22/23 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 116 (Sheriff/Traffic Safety) to increase revenue and expenditure appropriations. There is no impact on the General Fund. (Mark Lamb)
- * H. Discussion/approval/disapproval of Award Agreement 2022-207-017 Amendment No. 2022-207-017-1 between the Governor's Office of Highway Safety and the Pinal County Sheriff's Office through the Pinal County Board of Supervisors. The original Agreement term was effective on October 1, 2022, ending March 31, 2023. Amendment No. 2022-207-017-1 extends the term of the agreement to June 30, 2023. This does not require a fiscal year budget amendment as the budget was included in the FY 22/23 adopted budget. (Mark Lamb)
- * I. Discussion/approval/disapproval for the STEP Enforcement Award No. 2023-PTS-048 Amendment No. 2023-048 between the Governor's Office of Highway Safety and the Pinal County Sheriff's Office through the Pinal County Board of Supervisors. The amendment increases the award by \$50,000 for a total of \$158,493. The additional funds will be used for overtime and EREs to reduce traffic fatalities and injuries resulting from speeding, aggressive driving, and other risky driving behavior through enforcement. The acceptance requires an amendment to the FY 22/23 budget to transfer reserve appropriation only from Fund 213 (Grants/Project Contingency) to

- (9) Meeting of the Pinal County Flood Control District Board of Directors. (Christopher Wanamaker/Andrew Smith)
- (10) Meeting of the Pinal County Library District Board of Directors. (Shawn Flecken/Himanshu Patel)
- (11) Meeting of the Pinal County Public Health Services District Board of Directors. (Tascha Spears/Leo Lew)
- (12) Discussion/approval/disapproval of accepting the donation of 5,000 sandbags (100 pallets 4'x'4 with 50 sandbags each) from D.R. Horton in accordance with Pinal County Policy 8.71 for use by the Public Works Department. (GA22-044) (Ray Garcia/Andrew Smith)
- (13) **Public Hearing** and discussion/approval/disapproval of Resolution No. 020123-RD22-062, a resolution ordering the abandonment and extinguishment of an easement comprising a portion of La Barge Road. Supervisor District #5. (RD22-062) (Celeste Garza/Andrew Smith)
- (14) **Public Hearing** and discussion/approval/disapproval of Resolution No. 020123-RD22-063, a resolution ordering the abandonment and extinguishment of an easement comprising a portion of Canyon Street. Supervisor District #5. (RD22-063) (Celeste Garza/Andrew Smith)
- (15) Discussion of Board member's request for future agenda item(s) and/or reports to be presented at upcoming meetings. (Jeff Serdy)

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.

Any invocation that may be offered before the official start of the meeting (i.e. Item 1) that is offered by a Chaplain serving the county or other member of a religious organization with a physical presence in the County, is expressing private thoughts as governed by his or her own conscience, to and for the benefit of the Board. The view or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Board and do not necessarily represent the religious beliefs or views of the Board in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to participate actively in the business of the Board.

Meeting Notice of Posting



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Call to the Public - Consideration and discussion of comments from the public. Those wishing to address the Pinal County Board of Supervisors need not request permission in advance. 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.

[Click Here for Call to the Public Guidelines](#)

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

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☐ [Call to Public Guidelines and House Rules, Code of Conduct](#)

CALL TO THE PUBLIC

There is no statutory requirement for a "call to the public"; it is a privilege, not a right, and given at the discretion of the Board of Supervisors. A "call to the public" is the time period for members of the public to address the Board of Supervisors on any item of concern or to provide public input relating to subject matter within the Board of Supervisors authority or jurisdiction.

Individuals and/or organizations wishing to speak during Call to the Public are encouraged to sign in with the Clerk. During the time set aside for public comment on the agenda, the Chairman will call forth individuals signed up.

Guidelines:

1. Fifteen minutes before the start of the meeting there will be public comment cards for members of the public to sign up if they wish to speak before the Board. After all individuals who signed up for Public Comment have spoken, the Chairman may ask if there are additional individuals who would like to speak.
2. Speakers should adhere to the following protocol:
 - a. Sign in with the Clerk before the meeting
 - b. At the speakers' podium please state your name and address
 - c. Address comments to the Board as a whole
 - d. Give written statements and other supporting material to the Clerk. Please note that written statements are made a part of the permanent records of the Board. In addition, if the speaker is unable to complete the presentation in the time allotted, a copy of supporting materials will be provided to the Board.
3. Up to three minutes will be allowed for each presenter to speak. A warning system (card or light) may be used to time presentations.
4. If the individual represents a group, the individual may ask group members to stand while the individual speaks, as opposed to having each member speak on the same issue.
5. In order to maintain civility and respect for all points of view, there will be no clapping, booing or any other verbal form of support or nonsupport. Any person making personal, impertinent, or slanderous remarks or who become boisterous while addressing the Board, shall be asked to refrain from such and if they refuse and continue, may be removed at the discretion of the Chairperson. Continued unauthorized remarks from the audience, stamping of feet, whistling, yelling, booing, clapping, cheering or similar demonstrations may be grounds for removal.
6. Debate or dialogue with the Board is not allowed during Call to the Public. Pursuant to [A.R.S. 38-431.01 \(H\)](#), if it's not an agenda item, the Board response is limited to:
 - Asking staff to study the matter
 - Request placement on a future agenda
 - Respond to criticism

These three responses must take place at the conclusion of the call to the public.

7. Use of the projection system is reserved for staff. If a member of the public is providing a presentation, please provide 8 copies to the Clerk of the Board (5 copies for the Board and the remaining copies for the County Manager, County Attorney, and Clerk).

HOUSE RULES: CODE OF CONDUCT

1. Listen and understand before judging.
2. Be courteous, honest and respectful of others' opinions, preferences, and persons.
3. Focus on the vision and goals; no personal attacks or inferences.
4. Look for areas of agreement before differences.
5. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
6. Once a decision is made, support the County decision, but state your reservation.
7. Agree to disagree; move on to the next issue.
8. Come prepared to discuss issues; When possible, ask questions of staff prior to the meeting so that staff can be prepared. Avoid surprises; don't play "Gotcha."
9. Praise in public; provide constructive feedback in private.
10. Participate in discussions and focus on the issue; avoid side conversations. Be mindful that sidebar conversations are disruptive.
11. Communicate in an open, direct manner; keep others informed.
12. If you have a personal issue with another member of Board, go to that member directly and not to other Board members, the community or staff.
13. Be a positive ambassador for the County.
14. In the event of a conflict-of-interest when possible file said conflict with the Clerk of the Board prior to the meeting. The Board member shall make known said conflict and refrain from voting and participating in any discussion on the matter, pursuant to [A.R.S. 38-503](#).



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: County Manager

Director: Leo Lew

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

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

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

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

MOTION:

Information Only.

History	Who	Approval
Time		

ATTACHMENTS:

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No Attachments Available



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Purchasing Division Report - February 1, 2023 (Tiara Peterson/Angeline Woods)

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- February 1, 2023

History		
Time	Who	Approval
1/23/2023 8:21 AM	County Attorney	Yes
1/23/2023 1:29 PM	Budget Office	Yes
1/23/2023 3:49 PM	County Manager	Yes
1/24/2023 9:18 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Purchasing Division Report- February 1, 2023](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

PURCHASING DIVISION REPORT

February 1, 2023

CONTRACT AWARD RECOMMENDATION:

The Board is requested to approve the following contract award:

1. ROQ 233524 – CMAR for New Elections & Early Voting Building - Recommend FCI Constructors, Inc. be awarded a contract commencing upon a notice to proceed. With an optional extension through project Completion. This contract will be used by the Facilities Department.

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. ROQ 204926 – On Call Engineering Services - Recommended approval of Amendment No. 2 to exercise the optional extension period from March 28, 2023 through March 27, 2024 with the following suppliers:

AECOM Technical Services, Inc.
Dibble
Entellus, Inc.
POINT Engineers, LLC
Psomas
Stanley Consultants, Inc.
Strand Associates, Inc.
TRACE Consulting, LLC
TY Lin International
Wood Environment & Infrastructure Solutions Inc.

There are two (2) optional extensions remaining. This contract is used by the Public Works Department.

2. ROQ 205026 – On Call Geotechnical Engineering Services - Recommended approval of Amendment No. 2 to exercise the optional extension period from March 28, 2023 through March 27, 2024 with the following suppliers:

ACS Services
Ninyo & Moore Geotechnical and Environmental Sciences Consultants
Quality Testing, LLC
Western Technologies, Inc.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

There are two (2) optional extensions remaining. This contract is used by Facilities and Public Works Departments.

3. ROQ 205126 – On Call Land Use Planning Services - Recommended approval of Amendment No. 2 to exercise the optional extension period from March 28, 2023 through March 27, 2024 with the following suppliers:

Michael Baker International, Inc.
Norris Design
PLAN*et Communities

There are two (2) optional extensions remaining. This contract is used by the Community Development Department.



To: Pinal County Board of Supervisors

From: Bobby Tolliver, Procurement Officer

Date: February 1, 2023

Re: Contract Award of ROQ #233524 CMAR for New Elections & Early Voting Building

Background

Request for Qualifications 233524 was published to solicit proposals from qualified firms to provide CMAR services for the Facilities Department.

Selection Process

Five (5) proposals were received and opened on December 16, 2022 at 10:15 p.m. All five (5) proposals were deemed responsive and responsible and were evaluated by a six-person committee. The Proposal was scored on Capacity of the Responder, Method of Approach, References and Conformance to Terms and Conditions and Statement of Work, and a Presentation/Interview process. A summary of the evaluation scores for each Responder is included on the attached Evaluation and Award Determination.

Responders:

Concord General Contracting
CORE Construction
Danson Construction, LLC
FCI Constructors, Inc.
Kitchell

Recommendation

After review and scoring of the proposal by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 233524 – CMAR for New Elections & Early Voting Building to:

FCI Constructors, Inc.

The term of the proposed contract will commence on notice to proceed and will continue for one (1) year unless cancelled, terminated, renewed, or permissibly extended to project completion. The estimated cost to the County for initial contract term will be determined upon development of the final scope for the new facility.



The Board is also requested to authorize the Director of the Office of Budget & Finance 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, Bobby Tolliver.

Respectfully submitted,

Bobby Tolliver

Bobby Tolliver
Procurement Officer
(520) 866-6011
Bobby.Tolliver@Pinal.gov

Attachment: Evaluation and Award Determination

February 1, 2023

RFQ 233524 CMAR for New Elections & Early Voting Building
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, FCI Constructors, Inc. has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	<u>Total</u>	<u>A - B-5 Questionnaire (Q-26DN)</u>	<u>B - Conformance</u>	<u>C - Presentation/Interviews</u>
<u>Supplier</u>	<u>/ 1,250 pts</u>	<u>/ 1,050 pts</u>	<u>/ 100 pts</u>	<u>/ 100 pts</u>
<u>FCI Constructors, Inc.</u>	<u>1,034 pts</u>	<u>840 pts</u>	<u>100 pts</u>	<u>94 pts</u>
<u>CORE Construction</u>	<u>1,002 pts</u>	<u>820 pts</u>	<u>100 pts</u>	<u>82 pts</u>
<u>Danson Construction, LLC</u>	<u>990 pts</u>	<u>820 pts</u>	<u>100 pts</u>	<u>70 pts</u>
<u>Concord General Contracting</u>	<u>855 pts</u>	<u>755 pts</u>	<u>100 pts</u>	<u>0 pts</u>
<u>Kitchell</u>	<u>855 pts</u>	<u>755 pts</u>	<u>100 pts</u>	<u>0 pts</u>

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

Bobby Tolliver

Bobby Tolliver
Procurement Officer
(520) 866- 6011
Bobby.Tolliver@pinal.gov

CONTRACT 233524ROQ

Construction Manager at Risk (CMAR) for Early Voting Building

Phase I – Pre-Construction Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132, and FCI Constructors, Inc., CMAR, whose primary address is 10922 West Glenn Drive, Glendale, AZ 85307.

1. **CONTRACT TERM.**

The resultant contract term will commence on upon issuance of Notice to Proceed, and will be completed no later than 5/31/2024, unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the Contract past the initial term.

2. **TIME IS OF THE ESSENCE.**

Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Contract.

3. **DEFINITIONS.**

3.1 Board of Supervisors (BOS).

The Pinal County Board of Supervisors, its successors, and assigns.

3.2 Change Order.

A written amendment of the Contract, contract documents, or both issued after execution of this Contract or future GMP Amendments signed by the County, CMAR, and other parties, as may be required or appropriate, agreeing to addition, deletion, or revision in the Scope of Services, an adjustment to the Contract Price, an adjustment to the Contract Time or other modifications to Contract terms which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors.

3.3 CMAR Contingency.

By mutual agreement between the County and the CMAR, the GMP may include a CMAR Contingency in the amount stated in the GMP summary. Subject to the terms of the Contract Documents and with prior written notification (including an appropriate Change Order Request) to the County, CMAR shall be entitled to allocate from and apply against the CMAR Contingency increases in the cost of the work that could not have been reasonably anticipated or for increases in General Condition costs. The County may disallow such CMAR Contingency use and deny reimbursement in the absence of prior notice or if the County determines that the use was not consistent with the Contract Documents. CMAR may not apply, use or allocate from the CMAR Contingency any amounts for any of the foregoing purposes that are the result of a material breach or material failure to perform by the CMAR, any subcontractor, or vendor (except as necessary to replace any subcontractor or vendor because of the bankruptcy or failure of such party to perform), or any party for which any of them are liable or responsible at law or under the Contract Documents, or for any non-allowable costs of the work. The County reserves the right to issue a deductive Change Order at any point during the project, as agreed to by the CMAR, deducting any or all remaining CMAR Contingency from the GMP. Upon Substantial Completion, the County will issue a deductive Change Order for the remaining CMAR Contingency balance.

3.4 Construction Manager at Risk (CMAR) or Contractor.

An individual, partnership, corporation, association, joint venture, Consultant, or any combination thereof, selected pursuant to a Request for Qualifications (ROQ) which has entered into the Contract with the County for construction of the work. Initially a consultant to the County during the design phase, the CMAR then serves in the function of the Contract Manager during construction when a Contract is executed.

3.5 Construction Project Manager or Project Manager.

An employee of Pinal County, Arizona, or an agent of the County assigned by the Director of the Public Works Department or the Director of the Facilities Management and Construction Department to monitor services and make observations of work performed under this Contract and the construction of the project as a direct representative of Pinal County.

3.6 Consultant.

The individual, partnership, corporation, association, joint venture, or any combination thereof of property, registered professional architects, and/or engineers, which has entered into an agreement to provide professional services to the County.

- 3.7 Contract.
This Construction Agreement.
- 3.8 Contract Documents.
The Project Manual (including this Agreement and its Exhibits, attachments, and Forms), drawings and specifications, the Request For Qualifications and CMAR's response thereto (as negotiated and accepted by the County), any Addenda to the Project Manual, the record of the contract award by the Pinal County Board of Supervisors, the Contract, the Notice of Award, the notice (s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the Contract are the documents which are collectively referred to as the Contractor Documents.
- 3.9 Contract Price.
The amount established in the Contract as the Guaranteed Maximum Price (GMP) as amended by the approved Change Order.
- 3.10 County.
Pinal County, Arizona, a political subdivision of the State of Arizona which is a party hereto for which this Contract is to be performed. In all respects hereunder, the County's performance is pursuant to the County's position as the Owner of a construction project. In the event the County exercises its regulatory authority as a governmental body, the exercise of such authority and the enforcement of any rules, regulations, laws, and ordinances shall be deemed to have occurred pursuant to the County's authority as a governmental body and shall not be attributable in any manner to the County as the party to this Contract.
- 3.11 County Engineer or Engineer.
The Pinal County Engineer, acting by and under authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal County Board of Supervisors.
- 3.12 Design Professional (DP).
The individual, partnership, LLC, professional association, corporation, association, joint venture, or any combination thereof of properly registered professional architects and/or engineers that have entered into the agreement to provide professional services to the County. DP is the prime project professional as defined in the Rules issued by the Arizona Board of Technical Registration.
- 3.13 Designee.
The person or entity named, nominated, or selected for the purpose identified in that section of the Contract.
- 3.14 Director of the Facilities Management Department or Director.
The Director of the Pinal County Facilities Management Department has the authority and responsibility for the management of the specific project(s) authorized under this Contract. From time to time, the Director may act through a Director's designee.
- 3.15 Field Order.
A written order which directs minor changes in the work but which does not involve a change in the Contract Price or Contract Time.
- 3.16 Final Completion.
The date certified by the Consultant and project manager in the Final Certificate of Payment in which all conditions and requirements of any permits and regulatory agencies have been satisfied, and the documents (if any) required to be provided by CMAR have been received by the Project Manager, and to the best of the Consultant's and Project Manager's information and belief has been fully completed in accordance with the terms and conditions of the Contract documents.
- 3.17 General Conditions Costs.
The provision of facilities or performance of work by the CMAR for items that do not lend themselves readily to inclusion in one of the separate trade contracts. Includes, but is not limited to, the following types of costs for the CMAR during the construction phase: payroll costs for the Project Manager or Construction Manager, but not both for work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site, workers not included as direct labor costs engaged in support (e.g., loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities, and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of the CMAR or Subcontractors, fees for permits and licenses. Certain limitations and exclusions are

described in the General Conditions. Payments of the General Condition items will be at-cost and included as part of the Guaranteed Maximum Price (GMP).

- 3.18 Guaranteed Maximum Price (GMP).
The sum of the estimated Cost of the Work and the Construction Manager's Fee and General Conditions.
- 3.19 Guaranteed Maximum Price Construction Contract.
The method of construction contracting whereby the CMAR provides design phase consulting services (preconstruction services) and management responsibility for the project (general conditions). The fee is a dollar amount negotiated for profit, overhead and off-site general and administrative costs. All subcontracts are generally awarded by the CMAR based on competitive bids received in response to the invitation to bid issued by the CMAR. The total price paid to the CMAR is the GMP, which includes all mark-ups, including but not limited to insurance, bonds, general conditions, overhead, and profit. This Contract utilizes the GMP as the method of compensation.
- 3.20 Lump Sum Compensation.
The amount established in this Preconstruction Services contract as the amount to be paid to the Contract for the services outlined in the Contract, as may be amended by Change Order.
- 3.21 Materials.
Materials incorporated in this project or used or consumed in the performance of the work. Any substances specified for use in the construction of this project.
- 3.22 Notice to Proceed.
A written purchase order or document issued by the County or its designee to the CMAR authorizing the performance of specific professional services, stating the start date for the Scope of Work, in some instances, the start dates for phases of the Scope of Work, time for completion and the amount fee(s) authorized for such services. Prior to receiving this notice, the Contractor shall not commence any billable activities in the performance of the Contract. A signed contract and valid purchase order must be in place prior to the start of any work.
- 3.23 Plans and/or Drawings.
The official graphic representations of this construction project which are a part of the contract documents to include but not be limited to the project plans, standard drawings, working drawings, and supplemental drawings, or reproductions thereof approved by the Engineer and Project Designer, which show the location, character, dimensions, and details of the work to be performed. All such documents are to be considered as part of the plans whether or not they are reproduced in the Request for Qualifications proposal packet.
- 3.24 Pricing Documents.
The set of documents and specifications upon which the GMP contract is negotiated is comprised of the following: (a) the County approved Contract Documents, (b) the Estimated and Actual Selected Qualified Bids CMAR's Direct Construction Cost (including unit prices, quantities, and explanatory notes), (c) the CMAR's General Condition Items, (d) schedules developed by the CMAR and approved by the County, and any other documents or exhibits utilized to derive the GMP.
- 3.25 Project.
The scope of construction, alteration, or repair and all services and incidents thereto of a Pinal County, Arizona facility as contemplated, budgeted, and approved by the County as described in the contract documents, to include the work described therein.
- 3.26 Project Manual.
The official documents set forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of the project.
- 3.27 Resident Project Representative.
An authorized representative of the Consultant on the project.
- 3.28 Subcontractor.
A person or entity employed or engaged by the CMAR or any person or entity directly or indirectly in privity with the CMAR to perform any portion of the Construction Services, including one who furnishes material worked to a special design according to the Project Manual for this work but does not include who merely furnishes materials not so worked. The term Subcontractor does not include any separate contractor employed by Pinal County.

3.29 Substantial Completion.

The date upon which, as certified in writing by DP, the construction, or a portion thereof designated by the Construction Project Manager or Project Manager, is at a level of completion in substantial compliance with or has been completed in accordance with the Contract Documents and has satisfied all requirements in the Project Specification and other Contract documents to the extent that Pinal County can use or occupy the entire project, or the designated portion of the project for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items.

3.30 Value Engineering.

An organized approach to providing the necessary function or product which provides equal or better performance at a lower cost.

3.31 Work.

The entire construction or various separately identifiable parts thereof are required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing incorporating materials and equipment into the construction, all as required by the Contract Documents.

3.32 Written Notice.

Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended if delivered at or sent by registered mail or another traceable delivery service to the last known business address. Electronic, facsimile (fax), or other telephonic transmissions shall not be considered written notice.

4. **GUARANTEED MAXIMUM PRICE (GMP).**

At or before the completion of this Contract, the CMAR, following completion of cost estimating, value engineering, and other services, will submit to the County a written Guaranteed Maximum Price (GMP) for the construction of this project. The CMAR shall submit the GMP in a format approved by the County. The County, by and through the Director, Deputy Director, and/or Project Manager, will have the opportunity to negotiate the amount of the GMP with the CMAR. In the event the County and CMAR cannot come to Agreement on a GMP within a reasonable timeframe, as determined by the County, the County reserves the right to terminate this Contract for convenience, and the CMAR will immediately submit all documents in accordance with the applicable provisions of this agreement. The CMAR shall have no recourse from this termination, and the County shall take such documents, and commence negotiations with the second and third-ranked firm, respectively. Conditions, precedent to a Phase II contract, for this project are the satisfactory final completion of Phase I and an agreed upon GMP. If a GMP is agreed to with the CMAR, a separate agreement will be entered into for construction of the Project.

5. **ARIZONA LAW.**

This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

6. **IMPLIED LAW.**

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.

7. **PUBLIC RECORD.**

This Contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.

8. **ASSIGNMENT.**

The CMAR shall not assign this Contract or subcontract it as a whole without the written consent of the County by and through the Procurement Officer for Pinal County; nor shall the CMAR assign any monies due or to become due to it hereunder, without the previous written consent of the County.

No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other of future breach or default by a such party hereunder, nor deemed to be a modification of this Contract.

9. CONTRACT ORDER OF PRECEDENCE.

- 9.1 All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, CMAR shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- Written Contract Amendments.
 - This Contract.
 - Contract Exhibit(s)
 - Orders including Change Orders, in reverse chronological order, including, if any, relating to the respective GMPs (the "GMP Amendments") signed by both the County and the CMAR, and incorporated by reference.
 - The record of the contract award by the Pinal County Board of Supervisors.
 - The Notice of Award.
 - The Notice(s) to Proceed.
 - The Purchase Order(s).
 - The Construction Documents.
 - Drawings and specifications.
- 9.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the most stringent requirements applicable to the CMAR shall control.
- 9.3 The organization of the Specifications into divisions and sections and the arrangement of drawings shall not control CMAR in dividing the Work among subcontractors or in establishing the extent of the work to be performed by any trade. The organization of the Specifications and the arrangement of the Drawings are for the convenience of the CMAR and is not intended to relieve the CMAR from its obligation to conduct a complete study of the Drawings, Specifications and Addenda for the purpose of directing and coordinating the various subcontractors and suppliers as to their respective responsibilities.
- 9.4 Ownership of Contract Documents. Drawing, specifications, designs, models, photographs, reports, surveys, and other data created for and submitted by the CMAR provided in connection with this Agreement are and shall remain the property of Pinal County whether the Project for which they are made is completed or not. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CMAR shall become the property of the County and shall be delivered by CMAR to Owner within seven (7) days of termination of the Contract Documents by either party. Any compensation due to CMAR shall be withheld until all documents are received as provided herein.
- 9.5 Entire Agreement, Severability, and Amendments. These Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Contract that are not contained in the Contract Documents. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document. In the event any provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall continue to be effective.

10. SEVERABILITY.

Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and shall not affect any other term or condition of the Contract.

11. NO PAROLE EVIDENCE.

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

12. NO WAIVER.

Either party's failure to insist on strict performance of any term or condition of the Contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition. Inspection by, payment by, or tentative approval or acceptance by the County, or the failure of the County to perform any inspection hereunder shall not constitute a final acceptance of the work or any part thereof and shall not release the CMAR from any of its obligations hereunder.

13. CAPTIONS.

The captions used for the Sections of this Contract are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Contract or any Section hereof.

14. INVOICING AND PAYMENTS.

14.1 Invoices.

Before payment(s) can be made, the CMAR shall submit detailed, itemized invoice(s) not more than once per month. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address, and contact
- b. County bill-to-name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Guaranteed Maximum Price Form (Exhibit B)
- h. A complete breakdown of the Project components, the percentages completed, and the fees and General Conditions amounts due in proportion to the percentages of work completed (per Section 10.13, Progress Payments)
- i. Supporting evidence as may be reasonably required by the County and/or Design Professional.
- j. Conditional lien waiver, and in addition, thereto, an unconditional lien waiver for the preceding payment.
- k. An updated progress construction schedule acceptable to the County and DP.

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

14.2 No Invoice Without Authorization.

CMAR shall not seek payment for any:

- a. Charges or fees not delineated in the Contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

14.3 Timeliness of Invoice.

By ARS § 11-622, all invoices must be submitted to the County within six (6) months after the service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

14.4 Payments.

No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

14.5 Payments Only to CMAR.

Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to CMAR under the federal tax identifier indicated on the accepted offer.

14.6 Payments to Subcontractors.

CMAR shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

14.7 Availability of Funds.

By ARS § 35-154, every County payment obligation under the Contract is conditioned on the availability of funds appropriated for the payment of that obligation. If funds are not appropriated and available for the continuance of the Contract, the County may terminate the Contract at the end of the period for which funds are available or, at the County's discretion, allow an appropriate amendment to the Contract. No liability will accrue to the County if it exercises the foregoing right or discretion, and the County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

14.8 Discounts, Rebates, and Refunds.

All cash discounts obtained on payments made by the CMAR shall accrue to the County irrespective of whether or not the CMAR actually advanced its own funds prior to receipt of funds from the County to make the payment giving rise to the discount.

15. RELATIONSHIP OF THE PARTIES.

The CMAR under this Contract is an Independent CMAR and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

15.1 Cooperative Relationship.

Pinal County and the CMAR agree to proceed with the project on the basis of trust, good faith, and fair dealing and shall take all actions reasonably necessary to perform this Contract in an economical and timely manner, but without sacrificing quality. The County and the CMAR agree to consider design modifications and alternative materials or equipment if necessary to permit the project to be constructed by the dates of Substantial Completion and Final Completion, as established by the mutually agreed-upon Master Schedule.

15.2 Joint Preparation.

Preparation of this Contract has been a joint effort of the County and CMAR, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

16. CONTRACT ADMINISTRATION AND OPERATION.

16.1 Notices and Correspondence.

Any notice or demand under this Contract from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a US Mailbox, in a postage-prepaid envelope addressed to the other party to the address provided herein.

Facilities Management & Construction	Construction Manager at Risk
Attn: Hattie Sturgill, Interim Director	Name: FCI Constructors, Inc.
Address: PO Box 876 Florence, AZ 85132	Address: 10922 West Glenn Drive Glendale, AZ 85307
	E-mail: pschreiber@fciol.com
With Copies to Pinal County Purchasing: Attn: Bobby Tolliver, Procurement Officer	With Copies to Design Professional: Attn: Jeff Swan
Address: P.O. Box 1348 Florence, AZ 85132	Address: 833 N 5 th Ave Phoenix, AZ 85003
E-mail: Purchasing@Pinal.gov	E-mail: jeff@swanarchitects.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other, and an amendment to the Contract shall not be necessary.

- 16.2 Project Designer Selection.
The County has contracted separately with the Project Designer(s) to provide engineering and design for the project.
- 16.3 Limited Project Management.
None of the County's project management activities are intended to supplant or conflict with the services and responsibilities furnished by the CMAR or its subcontractors under this Contract.
- 16.4 No Third Party Relationships.
The CMAR assumes responsibility to the County for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Pinal County and any level of Subcontractor, including but not limited to any third-party beneficiary rights. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the County, the Project Manager, or the CMAR.
- a. Neither CMAR nor County intends to directly or substantially benefit any third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.
- 16.5 Requests for information.
Pinal County shall examine requests for information/direction submitted by the CMAR and shall render decisions thereto promptly. The County shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Services (1) in cooperation with the CMAR, (2) consistent with this Contract, and (3) in accordance with the planning and scheduling requirements and budgetary restraints of the project as determined by the County.
- 16.6 Notice to CMAR of Defect.
If the County observes or otherwise becomes aware of any fault or defect in the project or non-conformity with the Contract Documents, the County shall give written notice thereof to the CMAR.
- 16.7 Approvals.
The County shall secure, submit, and pay for necessary approvals, easements, assessments, permits, and changes required for the project.
- 16.8 Communication.
The County, its representatives, and consultants shall communicate with the Subcontractors only through the CMAR unless otherwise directed or permitted by the CMAR.
- 16.9 Notices.
Pinal County shall send to the CMAR and shall require the Project Designers to send to the CMAR copies of all notices and communications sent to or received by the County or the Project Designers relating to the CMAR's services with respect to the project.
- 16.10 No Waiver of Legal Rights.
Partial or final acceptance of the work under this Contract shall not preclude or prohibit Pinal County from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the County be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill its obligations under the Contract. A waiver on the part of the County of any breach of any part of the Contract shall not be held to be a waiver of any other subsequent breach.
- 16.11 Click-Through Terms and Conditions.
If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgment, a form of an electronic acceptance, or any software-based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized County user is required to "click-through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

16.12 Books and Records.

Per ARS § 41-2548(B), the Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute, and those retained books and records are subject to audit by the County during that period. Per ARS § 41-2548(B), the Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute, and those retained books and records are subject to audit by the County during that period. Accordingly, the Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

If the Arizona Public Records Act (ARS §39-121.01 et seq.) is determined by the County to be applicable to CMAR's records, CMAR shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment upon such entry.

16.13 As-Built Records.

As required by the General Conditions, General Requirements, and the technical specifications or, in the absence of technical specification requirements, prior to the issuance of Final Completion and the CMAR's Request for Final Payment, the CMAR shall furnish As-Built to the Design Professional for review and approval. Submittals shall include (1) one electronic copy. Upon approval and completion of any other Final Completion Requirements, the CMAR may request Final Payment. As-Built shall indicate the exact locations of all structures and underground site utilities installed by CMAR, including all water, sewer, gas, fuel, telephone, security, and electric lines and main, and locations of all easements for such utilities. Such surveys shall be prepared by a licensed Arizona surveyor who shall certify that the work is installed and erected entirely upon the Project Site and within the building restriction lines, if any, and does not overcharge or encroach upon any easement or right-of-way of others. As-Built shall also include project specifications with markings identifying installed products and materials.

16.14 Contractor Licenses.

The Contractor, Subcontractor(s), and Sub consultants shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and if required by this Contract, the work itself.

16.15 Inspection and Testing.

Per ARS § 41-2547, the County may at reasonable times inspect the part of the Contractor's or Subcontractors' plant(s) or places of business related to performance under the Contract. Accordingly, the Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor the testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

16.16 Acceptance of Work.

- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation if installation is the Contractor's responsibility. The County may apply as acceptance criteria conformity to the Contract, workmanship, and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The Contractor shall remove any rejected materials from the delivery location or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe the Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make a partial payment for any rejected materials that have been returned to the Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
- b. **Services.** The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality, or any other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe the Contractor any payment for unaccepted services, and the County may, at its discretion, withhold or make a partial payment for any rejected

services if the Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

16.17 Ownership of Intellectual Property.

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of Pinal County. In the event of termination of this Contract, any reports, photographs, surveys, estimates, schedules, drawings, and other data and documents prepared by CMAR, whether finished or unfinished, shall become the property of the County and shall be delivered by CMAR to the Project Manager within seven (7) days of termination of this Contract by either party. Any compensation due to CMAR shall be withheld until all documents are received as provided herein. This shall apply to all documents produced in any phase of the work, regardless of whether a subsequent phase is undertaken with CMAR.

16.18 Subcontracts.

The County will require that the CMAR contract directly with such Subcontractors as may be necessary for the construction for the supply of the project. All such contracts shall be issued consistent with (a) the applicable provisions of this Contract and (b) applicable law, including but not limited to the requirements of ARS § 34-601(N) relating to the inclusion of the project's physical location in all subcontracts. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the CMAR and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and the County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this Contract.

- a. The CMAR agrees that in the performance of the work called for by this Contract, it will employ only such labor and engage subcontractors that employ only such labor as will not delay or interfere with the speedy and lawful progress of the project and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvements which the CMAR or any other contractor may then be erecting or alerting on behalf of the County.

16.19 Non-Discrimination.

CMAR shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state, and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act and affirmative actions, and further agrees to insert an identical provision requiring said compliance in all subcontracts hereunder.

16.20 E-Verify Requirements.

Pursuant to the provisions of ARS §41-4401, the Contractor and each of its subcontractors 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 the requirement to sue E-Verification set forth in ARS D23-214(A) (hereinafter "Contractor Immigration Certification"). Contractors shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to the Procurement Officer. Pinal may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Certification. The Contractor agrees to assist Pinal in performing any such random verifications. These certifications shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Verification Forms (I-9), as required by the US Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USACIS.GOV.

- a. Pinal may request verification of compliance for any Contractor or Subcontractor performing work under the Contract. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, either party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the other party. All costs necessary to verify compliance are the responsibility of the party under question.
- b. The provision of this section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or Subcontractor. Services include construction or maintenance of any structure, building, or transportation facility or improvement of real property.
- c. A breach of the Contract Immigration Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the Contract.

- d. In accordance with ARS §35-391.06 and ARS §35-393.06, the Contractor hereby certifies that the CMAR or any subcontractor does not have scrutinized business operations in Iran, Sudan, or any country that is in violation of the Export Administration Act (terrorist countries).

16.21 Offshore Performance of Certain Work Prohibited.

Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant backup services, services performed through remote access to the County network, or services that are incidental to the performance of the Contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

16.22 Estimated Quantities.

Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) the County makes no commitment of any kind concerning the quantity or monetary value of an activity, work or services actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by orders, and (d) the County is not limited as to the number of orders it may issue for the Contract.

16.23 Non-Exclusivity.

This Contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by the aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

16.24 Additions and Deletions to Contract.

The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

16.25 Applicable Taxes.

The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise taxes on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. The Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment, the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

16.26 Eligible Agencies.

This Contract shall be for the exclusive use of Pinal County.

16.27 Transitions.

During the commencement of the Contract, the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the Contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, the Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate the joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

16.28 Other Contractors.

The County may undertake, with its own resources or through the award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other

suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing off the Contractor's work to others, the Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. The Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that the County shall enforce the foregoing section equitably among all its suppliers so as not to impose an unreasonable burden on any one of them.

16.29 Work on County Premises.

- a. **Compliance with Rules.** The Contractor is responsible for ensuring that its personnel are in compliance with the County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if the Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. The Contractor is reminded that violation under Pinal County Security Policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of the Contract and grounds for termination for default.
- b. **Protection of Facilities and Grounds.** The Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. The Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If the Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 10.5, "Right to Offset."

16.30 Advertising, Publishing, and Promotion of Contract.

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

16.31 Israel Boycott Prohibited.

Pursuant to ARS § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 USC § 4842 or a regulation issued pursuant to 50 USC § 4842.

16.32 Use of Forced Labor of Ethnic Uyghurs Prohibited.

Pursuant to ARS § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China, is prohibited. Written certification that the Contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the Contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the Contract will terminate. If the Contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the Contract terminates on the contract termination date.

17. RISKS & LIABILITIES.

17.1 Risk of Loss.

The Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning if and as those duties are within the Scope of the Work until they have been received and accepted as conforming by the County at the location designated in the purchase order or Contract. The mere receipt does not constitute final acceptance. The risk of loss for non-conforming materials shall remain with the Contractor regardless of receipt.

17.2 Contractor Insurance.

The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged, including any warranty periods under this Contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the Contract.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors, and the Contractor is free to purchase additional insurance.

- a. Minimum Scope and Limits of Insurance. The Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products, and completed operations and blanket contractual coverage and shall not contain any provision which would serve to limit third-party action over claims. Policy shall include coverage for XCU.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, 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 Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this Contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this Contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of the Contractor's work or service. Policy shall be primary and non-contributory to any insurance or self-insurance carried by Pinal County.

- (2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, 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 Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall ensure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this Contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this Contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of the Contractor's work or service. Policy shall be primary and non-contributory to any insurance or self-insurance carried by Pinal County.

- (3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor that is exempt under ARS 23-902 (E) and when such Contractor executes the appropriate sole proprietor waiver form.

17.3 Builder's Risk (Property) Insurance.

CMAR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Pinal County, CMAR and subcontractors must be named insureds on the policy. Such Builders' Risk

insurance shall be maintained until final payment has been made or until no person or entity other than Pinal County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include the interests of the County, CMAR, and all subcontractors and sub-subcontractors in work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by the County.

- a. Builders' Risk insurance shall be on a special form and shall also cover falsework and temporary buildings and shall insure against the 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 the such insured loss and other "soft costs" as required by the Contract.
- b. Builders' Risk insurance must provide coverage from the time any covered property comes under CMAR'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. Policy must contain a waiver of subrogation against Pinal County.
- c. If the Contract requires testing of equipment or other similar operations, at the option of the County, CMAR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

17.4 Contractor Pollution Liability or Environmental Liability Coverage Insurance.

The Contractor shall maintain in force for the full period of this contract insurance covering losses caused by pollution conditions that arise or are exacerbated from the operations of the Contractor described under the scope of services of this Contract.

- a. This insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; clean-up costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.
- b. The policy of insurance shall be endorsed to include as an insured Pinal County, its officers, elected officials, and employees.

17.5 Notice of Cancellation.

Applicable to all insurance policies required within the insurance requirements of this Contract, the Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

17.6 Acceptability of Insurers.

The Contractor shall 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 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, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

17.7 Verification of Coverage.

The Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the Contract at least fourteen (14) calendar days prior to commencing work or services under the Contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of the Pinal County Purchasing Department. In the event any insurance policy required by this Contract is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements, and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise the Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Contractor from or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

17.8 Subcontractors.

All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this Contract, proof from the Contractor that its Subcontractors have the required coverage.

17.9 Approval and Modifications.

The County 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.

17.10 Basic Indemnification.

To the fullest extent permitted by law, CMAR shall defend, indemnify, and hold harmless Pinal County Indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant County Indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, the Contractor is responsible for primary loss investigation, defense, and judgment costs on behalf of the other Contractor Indemnitors with respect to the County Indemnitees, and accordingly, the Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a County Indemnitee, the Contractor hereby waives all rights of subrogation against County Indemnities for losses arising from work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the grossly negligent or willful acts of the County, be indemnified, defended, and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.
- e. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph

17.11 Patent and Copyright Indemnification.

With respect to materials or services provided or proposed by a Contractor Indemnitor for performance under the Contract, the Contractor shall indemnify, defend and hold harmless the County Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. The County shall provide reasonable and timely notification to the Contractor of any claim for which the Contractor may be liable under this paragraph;
- b. The Contractor, with reasonable consultation from the County, shall have control of the defense of any action on an indemnified claim, including all negotiations for its settlement or compromise;
- c. The County may elect to participate in such action at its own expense; and
- d. The County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

17.12 Health and Safety.

The CMAR shall take all necessary precautions for the safety of and shall provide protection to prevent damage, injury, or loss to:

- a. CMAR shall bear full responsibility for the work against all loss or damage of whatsoever nature sustained until final acceptance by the County and shall promptly repair any damage done from any cause whatsoever unless caused by the County or its Agents.
- b. CMAR shall be responsible for all materials, equipment, and supplies pertaining to the project. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by the County, CMAR shall replace them without cost to the County. CMAR shall be responsible for protecting all materials,

equipment, and supplies, keeping them free from deterioration, weathering, rusting, or other actions detrimental to the materials.

- c. CMAR shall take all necessary precautions for the safety and protection of all persons, including workmen and the general public, and shall comply with all applicable provisions of federal, state, and municipal safety laws to prevent accidents or injury to persons on, about, or adjacent to the property where the work is being performed.
- d. The County reserves the right to award other contracts in connection with this project. CMAR shall afford other persons or contractors reasonable opportunity for the introduction and storage of materials and the execution of work under such separate contracts. CMAR shall properly connect this work with the work of any other persons or contractors that might contract separately with the County.
- e. If any part of CMAR's Work depends on proper execution or results upon the work of any other persons, CMAR shall inspect and promptly report to the County any defects in such work that render it unsuitable for such proper execution and results. CMAR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CMAR's Work, except as to defects that may develop in other work after the execution of CMAR's Work.
- f. CMAR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, and the CMAR did not take reasonable steps, the CMAR shall be liable to the affected Contractor for the cost of such interference or impact.
- g. To ensure the proper execution of subsequent Work, CMAR shall inspect the work already in place and shall at once report to the County any discrepancy between the executed work and the requirements of the Contract Documents.

17.13 Safety Notices and Laws Compliance.

The CMAR shall comply with all local, state, and applicable federal laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

17.14 Safety Precautions.

The CMAR shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying the County and users of adjacent sites and utilities. The CMAR shall also be responsible, at the CMAR's sole cost and expense, for all measures necessary to protect any property adjacent to the site and improvements thereon. Any damage to such property or improvements shall be promptly repaired by the CMAR. Without limiting the indemnity provisions elsewhere in the Contract, the CMAR shall indemnify, defend and hold harmless the Indemnitees from and against any and all liabilities, claims, or demands (including attorney's fees and costs) arising out of or resulting from damage to such property or improvements.

17.15 Hazardous Materials and Use of Explosives.

When the use or storage of explosives or other hazardous materials or equipment or unusual methods is necessary for the execution of the work, the CMAR shall exercise reasonable care and carry on such activities under the supervision of properly qualified personnel. When the use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary, the CMAR shall secure the County's approval prior to their storage or use.

17.16 Liability of CMAR.

The CMAR shall promptly remedy damage and loss to any property caused in whole or in part by the CMAR or Subcontractor or anyone or by anyone for whose acts they may be liable.

17.17 Safety Representative.

The CMAR shall designate a responsible member of the CMAR's organization at the site whose duty shall be the prevention of injuries/accidents and administration of the CMAR's written Safety Program. The Safety Representative, if required by the County, shall be onsite full-time and shall have a minimum of a 30-Hour Occupational Safety and Health Training Course within the past (2) years and must maintain that competency. This person shall attend all Project safety meetings and shall conduct regular safety meetings for employees of the CMAR and Subcontractors engaged in construction activities at the site, recording the dates and topics covered during the safety meetings.

17.18 Accident and Injury Reports.

The CMAR shall report in writing, within one (1) working day of the CMAR's knowledge, to the County all accidents or injuries arising out of or in connection with the work which causes personal injury or property damage, giving full details and statements of any witnesses. In addition, if death or serious personal injuries requiring admitted hospital stay or serious damages are caused, the incident shall be reported immediately by telephone or messenger to the County.

17.19 Safety Cooperation.

The CMAR and its subcontractors shall fully cooperate with the County and all interested parties on accident/injury prevention and claim handling procedures.

17.20 Third-Party Antitrust Violations.

The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

17.21 Organizational Conflicts of Interest.

No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries, affiliates, the parent company or subcontractors or to management and/or general Consultant or any of its subsidiaries, affiliates, the parent company or subcontractors that were involved in any aspect of the design process, except with the written approval of Pinal.

17.22 Emergencies.

In an emergency affecting the safety of persons or property, the CMAR shall act, at the CMAR's discretion, to prevent damage, injury, or loss. Additional compensation or extension of time claimed by the CMAR on account of an emergency shall be determined and approved by the County in writing.

17.23 Force Majeure.

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of its performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence or as soon as it could reasonably have been expected to recognize that the occurrence had an effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are ongoing, provide an initial notification, and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

18. THE COUNTY'S CONTRACTUAL REMEDIES.

18.1 Right to Assurance.

If the County, in good faith, has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the County's demand may, at the County's option, be the basis for terminating the Contract under the Terms and Conditions or other rights and remedies available by law or provided by the Contract.

18.2 Stop Work Order.

The County may at any time require the Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring further costs during the period of stoppage that might be chargeable to the County associated with the portions of the work covered by the order. If the Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

18.3 Non-exclusive Remedies.

The County's rights and remedies under the Contract are not exclusive.

18.4 Non-conforming Tender.

The materials provided and services performed must comply fully with the Contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of Contract, in which event the County will be entitled to exercise any remedy available to it under the Contract or laws.

18.5 Right to Offset.

The County is entitled to offset against any sums due the Contractor, any expenses or costs the County incurs, or damages the County assessed concerning the Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the Contract or laws.

18.6 Performance Evaluation.

Pinal County will assess CMAR performance throughout the project utilizing the Contractor's Performance Evaluation Form. The CMAR shall be provided a copy of the form during the preconstruction meeting prior to every project. Pinal County may perform periodic performance evaluations throughout the life of the Contract. The CMAR shall also receive a final evaluation at project completion. Project scores will be taken into consideration for future bids in which the CMAR participates. Scores with an "unsatisfactory" rating require a corrective action plan addressing all identified deficiencies to the satisfaction of the County Engineer or their designee.

19. CONTRACT TERMINATION AND SUSPENSION.

19.1 Termination for Conflict of Interest.

Pursuant to ARS § 38-511, the County may terminate this Contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the County is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when the Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

19.2 Gratuities.

The County may, by written notice, terminate the Contract in whole or in part if the County determines that employment or a gratuity was offered or made by CMAR or a representative of CMAR to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the Contract, or in anticipation of receiving any favorable treatment concerning the Contract or performance of the Contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by CMAR.

19.3 Suspension or Debarment.

The County may, by written notice to the Contractor, terminate the Contract immediately if the County discovers that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken the Contractor's submittal of the accepted offer and will take its performance under the Contract as the Contractor's attestation that it is not currently suspended or debarred. If the Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

19.4 Termination for Convenience.

The County may terminate the Contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on CMAR's part other than as expressly stated in the Contract. Upon receipt of the County's written termination notice, CMAR shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The CMAR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by CMAR under the Contract will become the County's property, and the Contractor shall deliver it all promptly on demand. CMAR will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default.

In addition to the rights reserved to it under the Contract, the County may terminate the Contract in whole or in part due to CMAR's failure to:

- a. Comply with any requirement, term, or condition of the Contract;

- b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
- c. Make satisfactory progress in carrying out the work; or
- d. To conduct business in an ethical or legal manner;
- e. To begin work within ten (10) calendar days after the Project Initiation Date per the Notice to Proceed,
- f. To perform work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the work;
- g. Perform the work unsuitably, or causes it to be rejected as defective and unsuitable, or delay or discontinue the prosecution of the work pursuant to the accepted schedule;
- h. To maintain required licensure as a contractor in the State of Arizona by suspension, revocation, or cancellation for any reason during the term of the Contract;
- i. To perform any material term set forth in the Contract Documents, including non-payment of subcontractors or materials providers at any tier or for labor, materials, or equipment;
- j. Remain solvent or if CMAR is declared bankrupt, or commits any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors;
- k. To comply with laws, ordinances, rules, codes, regulations, orders, or similar requirements of any public entity having jurisdiction or specified by the Contract Documents;
- l. To follow any reasonable instructions by Pinal;
- m. Comply in any material way with any provision or requirement of the Contract Documents; or
- n. Carry on the work in an acceptable manner due to any other cause whatsoever.

Pinal County shall give written notice of the termination and the reasons for it to CMAR and its surety of such failure, delay, neglect, refusal, or default, specifying the same. If Contractor, or Contractor's surety, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then Pinal, upon the failure of Contractor to comply with such notice, shall have full power and authority, without violating the Contract, to terminate this Contract. Pinal, at its option, may call upon the surety to complete the work in accordance with the terms of this Contract, or Pinal may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to Pinal and may complete the work with its own force account and may enter into a new contract for the completion of the work, or may use such other methods as in the opinion of Pinal shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by Pinal, together with the cost of completing the work, shall be deducted from any monies due or which may become due to CMAR on this Contract. If such expense exceeds the sum which would have been payable under this Contract, CMAR and CMAR's surety shall be liable and shall pay Pinal the amount of such excess.

If after notice of termination of CMAR's right to proceed, it is determined for any reason that CMAR was not in default, the rights and obligations of the County and CMAR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth herein.

19.6 Termination, Postponement, or Abandonment.

The right is reserved by Pinal to terminate, indefinitely postpone, or abandon this work, in whole or in part, when, for any reason, Pinal determines such action is in the best interest of Pinal. This Contract may be terminated by giving written notice to Contractor at least twenty-four (24) hours prior to the termination, postponement, or abandonment, and Pinal shall be liable to Contractor only for work performed up to the effective date of termination, postponement, or abandonment. In no event shall pay for such costs exceed the current contract price. Acceptable materials obtained by the Contractor for the work but which have not been incorporated therein may, at the option of Pinal, be purchased from the Contractor at actual cost, delivered to a prescribed location, or otherwise disposed of as mutually agreed. The Contractor agrees to make his cost records available to Pinal to the extent necessary to determine the validity and amount of any claim made against Pinal under this Contract. Termination of a Contract or portion thereof shall not relieve the Contractor of its contractual responsibilities for the work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising from work performed.

- a. Because Pinal may have more than one construction project at the same time, and because the CMAR may also be a successful Offeror on one or more of these projects, the successful Offeror shall warrant and prove to the satisfaction of Pinal that it is capable of performing all contracts concurrently. Failure to do so may cause the County, in its sole discretion, to terminate the Contract and any other contract(s) awarded.

19.7 Receipt of Termination Notice.

Upon receipt of the Notice of Termination, CMAR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by the Contract Documents whether completed or in process.

19.8 Cancellation.

The County hereby gives notice that pursuant to ARS § 38-511 (A), this Contract may be canceled without penalty or further obligation within three (3) years after execution if any person significantly involved in initiating, negotiating, securing, drafting, or creating a contract on behalf of the County is, at any time while the Contract or an extension of the Contract is in effect, an employee or agent of any other part to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. Cancellation under this section shall be effective when written notice from the County is received by all parties to the Contract. In addition, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the County from any other party to the Contract arising as a result of the Contract.

20. CONTRACT CLAIMS.

20.1 Claim Resolution.

To prevent disputes and litigation, the parties hereto agree that the County shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality amount value of any work done and materials furnished, or proposed to be done or furnished under or by reason of, the Contract Documents and County's estimates and decisions upon all claims, questions, difficulties, and disputes shall be final and binding. Any claim, question, difficulty, or dispute which cannot be resolved by mutual agreement between the County and CMAR shall be submitted to the Alternative Dispute Resolution process as outlined in Exhibit G.

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Arizona. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder which might be eligible for judicial resolution shall be submitted to the jurisdiction of the Superior Court of the State of Arizona in and for Pinal County and shall be governed by the Pinal County Procurement Code and the laws of the State of Arizona. By entering into this Contract, CMAR and County hereby expressly waive any rights either party may have to trial by jury of any civil litigation related to or arising out of the project. CMAR shall specifically bind all subcontractors to the provisions of this Contract.
- b. Pending resolution of any dispute arising under this Contract, other than termination hereof, the CMAR shall proceed diligently with the performance of this Contract, and the County shall continue to make payments in accordance with the Contract Documents.

20.2 Arbitration.

It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in ARS § 12-1501, et seq. The Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.



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

FCI Constructors, Inc.
10922 West Glenn Drive
Glendale, AZ 85307

BY: Jeff Serdy
(Name)
Chairman
(Title)
[Signature]
(Signature)
DATE: 2/01/2023

BY: JEFF EADES
(Name)
VICE PRESIDENT
(Title)
[Signature]
(Signature)
DATE: 1/17/2023

Approved as to Legal Content:

[Signature] 1/18/23
Pinal County Attorney's Office (Date)



To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: February 1, 2023

Re: Contract Amendment for 204926ROQ On-Call General Civil Engineering Services

It is requested the Board approve a contract term extension with the following suppliers who provide general civil engineering services for the Public Works Department:

AECOM Technical Services, Inc.
Dibble
Entellus, Inc.
POINT Engineers, LLC
Psomas
Stanley Consultants, Inc.
Strand Associates, Inc.
TRACE Consulting, LLC
TY Lin International
Wood Environment & Infrastructure Solutions, Inc.

The County has spent approximately \$745,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of these contracts will expire on March 27, 2023. The new term, if approved, will begin on March 28, 2023, and will continue through March 27, 2024. 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,

Lorina Gillette

Lorina Gillette
Procurement Officer
520-866- 6262
Lorina.gillette@pinal.gov

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **AECOM Technical Services, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

X

Jeff Serdy, Chairman
Pinal County Board of Supervisors

February 1, 2023

Date

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **Dibble**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **Entellus, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **POINT Engineers, LLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

X February 1, 2023

Jeff Serdy, Chairman
Pinal County Board of Supervisors

Date

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **Psomas**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

X

Jeff Serdy, Chairman
Pinal County Board of Supervisors

February 1, 2023

Date

Contract Amendment

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

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **Stanley Consultants, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
----------	------------------

Jeff Serdy, Chairman
Pinal County Board of Supervisors

Date

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **Strand Associates, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **TRACE Consulting, LLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **T.Y. Lin International**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

X

Jeff Serdy, Chairman
Pinal County Board of Supervisors

X

February 1, 2023

Date

Contract Amendment

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

**Contract 204926ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.gillette @pinal.gov

On-Call General Civil Engineering Services

Contractor Name: **Wood Environment & Infrastructure Solutions, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	



To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: February 1, 2023

Re: Contract Amendment for 205026ROQ On-Call Geotechnical Engineering Services

It is requested the Board approve a contract term extension with the following suppliers who provide geotechnical engineering services for the Facilities and Public Works Departments:

ACS Services, LLC
Ninyo & Moore Geotechnical and Environmental Sciences Consultants
Quality Testing, LLC
Western Technologies, Inc.

The County has spent approximately \$230,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of these contracts will expire on March 27, 2023. The new term, if approved, will begin on March 28, 2023, and will continue through March 27, 2024. 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,

Lorina Gillette

Lorina Gillette
Procurement Officer
520-866- 6262
Lorina.Gillette@pinal.gov

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205026ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Geotechnical Engineering Services

Contractor Name: **ACS Services LLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

X

Jeff Serdy, Chairman
Pinal County Board of Supervisors

February 1, 2023

Date

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205026ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Geotechnical Engineering Services

Contractor Name: **Ninyo & Moore Geotechnical and Environmental Sciences Consultants**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

X

Jeff Serdy, Chairman
Pinal County Board of Supervisors

February 1, 2023

Date

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205026ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Geotechnical Engineering Services

Contractor Name: **Quality Testing, LLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget and Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205026ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Geotechnical Engineering Services

Contractor Name: **Western Technologies, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

X

Jeff Serdy, Chairman
Pinal County Board of Supervisors

February 1, 2023

Date

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: February 1, 2023

Re: Contract Amendment for 205126ROQ On-Call Land Use Planning Services

It is requested the Board approve a contract term extension with the following suppliers who provide land use planning services for the Community Development Department:

Michael Baker International, Inc.
Norris Design
PLAN*et Communities

The County has spent approximately \$240,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of these contracts will expire on March 27, 2023. The new term, if approved, will begin on March 28, 2023, and will continue through March 27, 2024. 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,

Lorina Gillette

Lorina Gillette
Procurement Officer
520-866- 6262
Lorina.Gillette@pinal.gov

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205126ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Land Use Planning Services

Contractor Name: **Michael Baker International, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205126ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Land Use Planning Services

Contractor Name: **Norris Design**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205126ROQ
Amendment #2**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Land Use Planning Services

Contractor Name: **PLAN*et Communities**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2024.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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

<u>X</u>	February 1, 2023
Jeff Serdy, Chairman	Date
Pinal County Board of Supervisors	



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to waive attorney client and work product privileges regarding the report of administrative investigation of complaints made by Amanda Stanford and Garland Shreves dated August 27, 2022, and direct the report to be released, subject to any necessary redactions. (Jeffrey McClure)

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

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

MOTION:

History		
Time	Who	Approval

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion concerning the Limited Term Employment Agreement and performance award entered into August 4, 2022, with Virginia Ross and its legal consequences. (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:

History	Who	Approval
Time		

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

February 1, 2023 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 and update the Board on the Criminal Justice Coordinating Committee (CJCC), its members, and its impact on Pinal County. (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:

Information Only.

History		
Time	Who	Approval

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion and update regarding the 2023 state and federal legislative session, bills, budget proposals, and pending actions. (Stephen Miller)

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

- | |
|---|
| <input type="checkbox"/> 01.31.2023 LPC Presentation |
| <input type="checkbox"/> 01.31.2023 56th Legislature Amended Rules Senate |
| <input type="checkbox"/> 01.31.2023 56th Legislature Amended Rules House |
| <input type="checkbox"/> 01.31.2023 LPC Recap Report 01.27 |
| <input type="checkbox"/> 2023 02.01 LPC Considered 9 Bills and 1 Resolution |



01.27.23

Legislative Policy Committee



Agenda

Friday, January 27, 2023

- A. CSA Legislative Agenda
- B. Legislative Bills for Discussion & Possible Action
- C. Other Legislative Issues
- D. Next Meeting Date & Time (*Friday, February 3rd*)
- E. Other Business
- F. Adjourn



CSA Staff Reports

CSA Legislative Agenda

2023 Session Timeline – 56th Legislature, 1st Regular Session



Session by the Numbers

Day of Session – 19

Introduced Bills – 881

Introduced Memorials & Resolutions – 62

Upcoming:

- **Executive Nominations Will Require Senate Confirmation**
- **Bill Introduction Deadlines Next Week**

CALENDAR DEADLINES	
January 9, 2023	Opening Day Joint Session Governor Hobbs State of the State Session Begins Last day for Pre-filing in the House
January 12, 2023	House 7-Bill Introduction Limit Begins (5:00 p.m.)
January 13, 2023	Governor Releases Executive Budget Proposal
January 17, 2023	Senate Bill Request Deadline (5:00 p.m.) **
January 23, 2023	Senate Intro Set Deadline (5:00 p.m.)
January 30, 2023	Senate Bill Introduction Deadline (5:00 p.m.)
February 3, 2023	House Bill Request Deadline (5:00 p.m.)
February 7, 2023	House Bill Introduction Deadline (5:00 p.m.)
February 17, 2023	Last Day to Hear Bills in a Committee of the Originating Chamber
March 24, 2023	Last Day to Hear Bills in a Committee of the Opposite Chamber
April 14, 2023	Last Day for Conference Committees (by House & Senate Rule)
April 19, 2023	100 th Day of Session

FY 2024 County Budget Priorities

Protect the County Taxpayer

- Eliminate ADJC fee for all 15 counties - **\$8.5M.**
- Address funding for court probation officers.
- Protect taxpayer investments in public safety pensions.
- Reauthorize flexibility language.



Invest in Arizona’s Infrastructure


- Increase investment in transportation infrastructure, including providing coordination and matching funds for federal grants.
- Provide leadership in the continued deployment of broadband infrastructure.



FY 2024 County Budget Priorities



Protect the County Taxpayer

- **Eliminate the Arizona Department of Juvenile Corrections Fee **\$8.5M****
HB 2018 (Livingston)
 - ADJC is an obligation of the state General Fund and was fully funded by the state until the budget shortfall in 2015
 - In FY20 rural counties were permanently relieved of the burden, while Maricopa and Pima counties only received one-time relief
 - For the first time since FY16, the FY21 state budget required taxpayers in Maricopa and Pima counties to foot the bill for this state agency. The FY22 & FY23 budgets continued the impact
 - Absent action in FY24, Maricopa County taxpayers will pay another **\$4.7M** and Pima County taxpayers will pay **\$1.7M** to fund this state obligation
 - This fee **unjustly charges taxpayers in two counties to pay for the state's ADJC responsibility**
- **Address Funding for Court Probation Officers**
 - Arizona has a unified court system that operates in each county.
 - Probation officers (POs) serve a vital public safety function for the criminal justice system and are state employees
 - State has delegated setting salaries for state POs to the county-level for administrative convenience
 - FY22 state budget shifted the future obligation to fund salary increases for state POs to the counties.
 - Courts requested a \$17M market adjustment in FY24 for all state & county funded probation employees to address caseload issues.
 - State should **fund market adjustment** and continue to **explore long-term solutions to probation funding structure**

- **Protect Taxpayer Investments in Public Safety Pensions**
 - Over the past decade, most recently in '17-'18, the legislature worked with stakeholders to reform the underfunded PSPRS, CORP and EORP systems
 - Because **pension benefits are constitutionally protected** and cannot be reduced, the reforms closed the previous systems and **created more sustainable plans** moving forward.
 - Counties urge lawmakers to critically **analyze any proposed changes** to the systems created by pension reform to ensure that these plans remain sustainable into the future.
- In the last 3 years, counties have deposited over **\$825M** into their individual PSPRS & CORP plans to reduced debt from the closed legacy systems.
 - Many counties made those deposits using Pension Obligation Bonds, which save the taxpayers millions in interest costs **but remain a burden on the county general fund** that can crowd out other investments

Maintain financial “flexibility language” as a tool to meet county obligations in FY24

Continue to Invest in Arizona’s Infrastructure

- **Transportation Infrastructure**
 - **Arizona’s transportation systems require additional ongoing revenues** to properly maintain and expand roadways to support continued growth in the state.
 - One-time investments are meaningful but should be distributed equitably across the state.
 - Local governments need the state to continue to **coordinate the drawn-down of federal resources** including providing matching funds for local projects.
- **Broadband Infrastructure**
 - Federal resources for broadband should be utilized to **build out resilient, redundant first-, middle- and final-mile infrastructure** across Arizona.
 - The state should continue to **lead through the ACA’s Broadband Office** to ensure that federal resources are brought to Arizona, for ex. the BEAD grant, to assist underserved local communities in developing broadband infrastructure.

2023 CSA Policy Priorities



2023 County Legislative Priorities



Mental Health Services

SB 1077 jails; mental health; evaluations; treatment (Shope)

Amend A.R.S. § 36-501 (13) & (27) to clarify that exempt **accredited** jails may perform the functions of a mental health evaluation and treatment agency.

- ✓ Codify the ability for accredited county jails to provide individuals who are incarcerated with mental health treatment and administer medication for detainees under a court order.



Notice for Printing Contracts

HB 2052 counties; advertising contracts; term; notice (Dunn)

Allows for electronic communication of the county's new advertising/printing contract, permits contracts in line with procurement standards, and appropriately assigns the responsibility within the county.

- ✓ This communication is currently the responsibility of the Clerk of the Board, while all similar responsibilities are with Procurement.
- ✓ Statute currently only allows for one-year contracts. The procurement standard is a one-year term with options for extension.



School District Legal Representation

HB 1211 county attorney; representation; duties (Bennett)

Modify the requirement for the county attorney to provide legal services for school district boards and community college boards permissive based on availability of staff and provided there is not a conflict of interest.

- ✓ County Attorney offices are generalists. Educational law is specialized, and schools frequently use experienced legal counsel from either the Trust or internal legal counsel.
- ✓ The County Attorney offices that provide these services must ensure that there is not a conflict of interest or acknowledge the conflict in writing.



CSA Staff Reports

Legislative Bills for Discussion



CSA Staff Reports

Legislative Bills for Discussion

- 1) HB 2027 appropriation; unfunded liability; CORP (Livingston)
- 2) HB 2028 PSPRS; contribution rates (Livingston)
- 3) HB 2144 open meetings; capacity; posting; violation (Dunn)
- 4) HB 2213 TPT; exemption; utilities; residential customers (Griffin) (Fiscal Note)
- 5) HB 2315 primary residence; property tax; exemption & HCR 2017 property tax; exemption; primary residence (Jones)
- 6) HB 2438 board of supervisors; powers; water (Griffin)
- 7) SB 1012 inspection sober living homes (Kavanagh)
- 8) SB 1061 public officials; home addresses; confidentiality (Shope)
- 9) SB 1165 legislative vacancies; precinct committeemen; voting (Kaiser)



- 1) **HB 2027 appropriation; unfunded liability; CORP (Livingston)**
 - Summary: As introduced, deposits \$429 million into the Administrative Office of the Courts (AOC) Corrections Officer Retirement Plan (CORP) account for probation officers. Staff understands that there will be a committee amendment to require repayment of a portion of that deposit by the counties.
Staff recommendation: Support if amendment requiring county repayment uses a mechanism and allocation similar to HB 2430. Prioritize HB 2430 (EORP repayment).

- 2) **HB 2028 PSPRS; contribution rates (Livingston)**
 - Summary: Reduces the employee contribution rate for PSPRS members hired between 2012 and 2017 from a variable rate between 7.65% and 11.65%, to 7.65%. Currently the employee contribution rate is set between 7.65% and 11.65% based on the individual employer’s contribution rate.
 - Currently, employee contributions above 7.65% are separated from the assets of the plan for the purposes of calculating the employer’s contribution rate, unless an employer’s account reaches 100% funded. HB 2028 would remove that restriction, allowing for all previous employee contributions above 7.65% to be included in the assets of the plan for the purposes of calculating the employer’s contribution rate.

- 3) **HB 2144 open meetings; capacity; posting; violation (Dunn)**
 - Summary: Requires a public body to "provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all people desiring to attend, when feasible. Further, requires agendas to note the time the public will have physical access to the meeting place. It also specifies that the head of the public body that violates the section would be liable for a civil penalty. The sponsor agreed to an amendment that will be heard in committee on January 25, 2023, which will remove the civil penalty and allow for remote meetings.

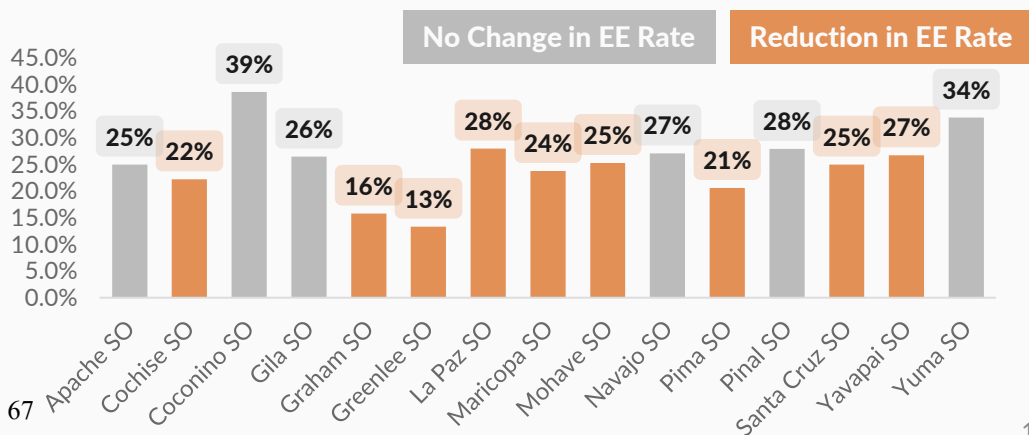
HB 2028 PSPRS; contribution rates

Background

- 2011 reforms changed *employee* contribution rates from a fixed 7.65% to a formula with a range between 7.65%-11.65%.
 - Courts overturned change for existing Tier 1 employees.
 - Increased rates remained for Tier 1 “gap” and Tier 2 employees.
- Assets from amounts above 7.65% are *not* allowed to reduce the employers’ contribution rates.
 - 2022 legislation allowed assets to be included once a plan reached 100% funded.
- Tier 2 employee rates now vary by employer due to PSPRS BOT interpretation of statute.
- Proposed change only impacts PSPRS, not CORP.

Employer	Funded Status	Member Rate	FYE22 "Excess Contribution" Additions	Total "Excess Contribution" Assets	Total % of Plan Liability
Apache SO	100.7%	7.65%	17,373	254,471	1.4%
Cochise SO	48.0%	11.65%	83,021	717,834	1.1%
Coconino SO	108.0%	7.65%	32,792	634,640	1.2%
Gila SO	103.4%	7.65%	27,373	341,340	1.4%
Graham SO	89.3%	9.15%	16,832	163,707	1.5%
Greenlee SO	80.1%	11.65%	13,927	146,847	1.5%
La Paz SO	37.0%	11.65%	9,465	289,998	1.3%
Maricopa SO	54.0%	11.65%	828,078	6,513,939	0.9%
Mohave SO	53.7%	11.65%	60,958	819,982	1.5%
Navajo SO	104.0%	7.65%	19,488	482,657	2.2%
Pima SO	87.7%	11.65%	373,807	4,039,368	0.9%
Pinal SO	101.5%	7.65%	297,307	2,197,781	1.5%
Santa Cruz SO	90.2%	11.65%	18,392	315,743	1.5%
Yavapai SO	66.6%	11.65%	88,058	1,187,759	1.4%
Yuma SO	104.7%	7.65%	63,256	914,066	1.8%
Total/Average			1,950,127	19,020,131	1.4%

% of PSPRS DB Members in Tier 1 gap/Tier 2





4) **HB 2213 TPT; exemption; utilities; residential customers (Griffin)**

- Summary: Exempts the retail sale of natural gas, artificial gas, and electricity to residential customers from the state transaction privilege tax (TPT) base. JLBC estimates that this would reduce state general fund revenues by \$203 million and would reduce county shared TPT by \$19 million. There would be additional impacts to county excise taxes.

5) **HB 2315 primary residence; property tax; exemption & HCR 2017 property tax; exemption; primary residence (Jones)**

- Summary: If approved by voters, exempts for property tax purposes a primary residence that is not subject to a mortgage, deed, trust or similar encumbrance. Property owners initially qualify for the exemption by filing an affidavit with the county assessor, and must only file a subsequent affidavit if the property is no longer used as the owner's primary residence or the title is conveyed to a new owner.

6) **HB 2438 board of supervisors; powers; water (Griffin)**

- Summary: Specifies that the County Board of Supervisors have the authority to participate in water reuse and recycling programs and regional wastewater recharge projects and related infrastructure.

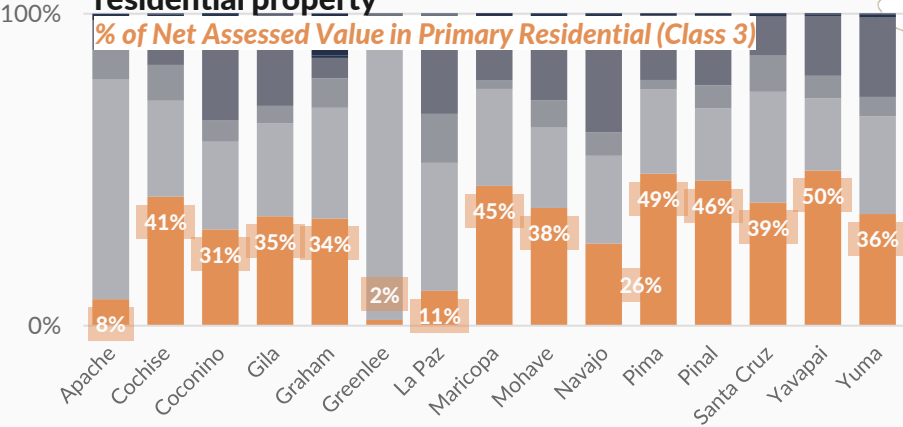
HB 2315 & HCR 2017 property tax; exemption; primary residence (Jones)

Estimated County Primary Levy Impact

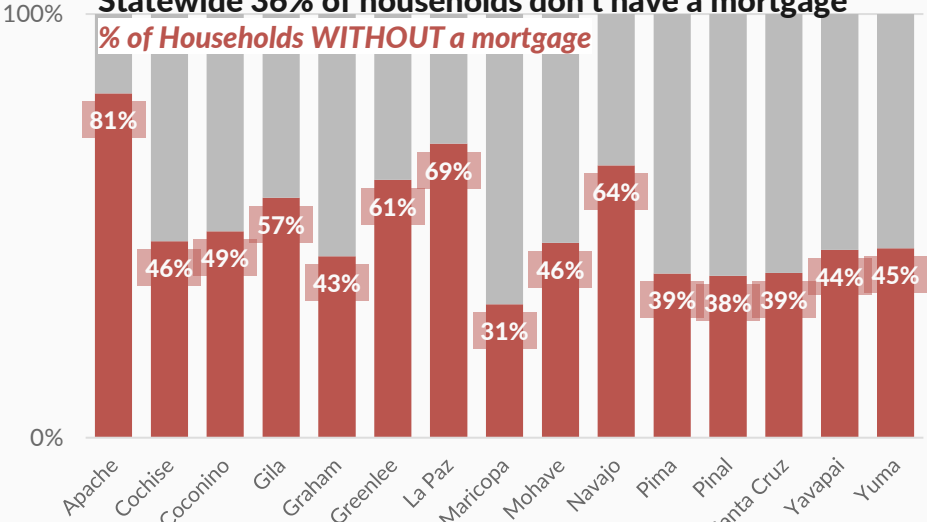
Assuming no NAV growth, % households without a mortgage applied to total Class 3 NAV

County	Primary Levy Impact	Increase in Primary Rate to Recover Impact
Apache	(\$223,900)	\$0.05
Cochise	(\$5,353,300)	\$0.65
Coconino	(\$1,601,100)	\$0.09
Gila	(\$4,924,700)	\$1.04
Graham	(\$926,700)	\$0.39
Greenlee	(\$39,900)	\$0.01
La Paz	(\$320,600)	\$0.14
Maricopa	(\$90,731,400)	\$0.20
Mohave	(\$6,995,900)	\$0.37
Navajo	(\$1,264,600)	\$0.17
Pima	(\$74,206,100)	\$0.90
Pinal	(\$19,997,900)	\$0.78
Santa Cruz	(\$2,425,600)	\$0.73
Yavapai	(\$13,181,000)	\$0.51
Yuma	(\$5,800,400)	\$0.48
Total County Primary	(\$227,993,100)	\$0.43

Statewide 44% of property value comes from primary residential property



Statewide 36% of households don't have a mortgage



Source: 2021 ACS 5-year estimates. Households by mortgage status.



7) **SB1012 inspection sober living homes (Kavanagh)**

- Summary: The bill specifies that a city, town, or county (unincorporated areas) MAY conduct inspections at a sober living home to ensure compliance with county fire codes and zoning ordinances. The current language regarding a city, town, or county inspection is permissive, but it does require the Arizona Department of Health Services to provide the address of certified or licensed sober living homes to cities, towns, and counties to conduct inspections.

8) **SB 1061 public officials; home addresses; confidentiality (Shope)**

- Summary: Adds public officials an “eligible person” whose personal information may be protected by not allowing the information to be made public over the internet, request the county recorders office from releasing personally identifying information to the general public. It also allows for the eligible person and any other registered voter at the residence to request the general public from accessing voter registration or other identifying voter information. Defines public official as: public official" means a person who is duly elected or appointed to congress, the legislature or a statewide office.

9) **SB 1165 legislative vacancies; precinct committeemen; voting (Kaiser)**

- Summary: Specifies if a vacancy occurs in the Legislature and the vacant seat was represented by an organized political party that has at least 30 elected committeemen who are from precincts that are in the legislative district and that are in the county in which the vacancy occurred, those elected precinct committeemen are required to elect a qualified voter to fill the vacancy. The County Board of Supervisors would certify the election of the person. Currently, the precinct committeemen nominate three qualified voters for the county board of supervisors to appoint to the vacancy.



Other Legislative Issues



Other Business



Next Meeting Date

Friday, February 3, 2023



Adjournment

Rule 2
The President

N. THE PRESIDENT IS AUTHORIZED TO BRING OR ASSERT IN ANY FORUM ON BEHALF OF THE SENATE ANY CLAIM OR RIGHT ARISING OUT OF ANY INJURY TO THE SENATE'S POWERS OR DUTIES UNDER THE CONSTITUTION OR LAWS OF THIS STATE.

Rule 7
Committees

A. Standing Committees of the Senate shall consist of the following:

1. Appropriations
2. Commerce
3. Education
4. ELECTIONS
- ~~4.~~ 5. Finance
- ~~5.~~ 6. Government
- ~~6.~~ 7. Health and Human Services
- ~~7.~~ 8. Judiciary
9. MILITARY AFFAIRS, PUBLIC SAFETY AND BORDER SECURITY
- ~~8.~~ 10. Natural Resources, Energy and Water
- ~~9.~~ 11. Rules
- ~~10.~~ 12. Transportation and Technology

Rule 8
Calendars

4. A COW CONSENT CALENDAR ON WHICH SHALL BE PLACED THOSE BILLS, RESOLUTIONS AND MEMORIALS DESIGNATED BY THE PRESIDENT AND DRAWN FROM AMENDED MEASURES REPORTED OUT OF ALL COMMITTEES TO WHICH THEY WERE REFERRED WITH ZERO "NO" VOTES. THE COW CONSENT CALENDAR SHALL BE DATED, PRINTED, PLACED ON EACH MEMBER'S DESK AND POSTED AT THE INFORMATION DESK 48 HOURS, EXCLUDING NONWORKING DAYS, PRIOR TO BEING ACCEPTED. ANY SENATOR MAY PROTEST ANY MEASURE BEING SUBJECT TO GROUP MOTION AND ADOPTION OF ALL COMMITTEE AMENDMENTS BY SUBMITTING A PROTEST IN WRITING TO THE SECRETARY OF THE SENATE DURING THE 48-HOUR NOTICE PERIOD. A PROTEST TIMELY SUBMITTED BY ANY SENATOR SHALL AUTOMATICALLY REMOVE THE BILL, RESOLUTION OR MEMORIAL FROM THE COW CONSENT CALENDAR. ADDITIONALLY, THE FILING OF A FLOOR AMENDMENT WITH THE SECRETARY OF THE SENATE SHALL AUTOMATICALLY REMOVE THE BILL, RESOLUTION OR MEMORIAL FROM THE COW CONSENT CALENDAR. THE PRESIDENT MAY REMOVE A BILL, RESOLUTION OR MEMORIAL FROM THE COW CONSENT CALENDAR AT ANY TIME. SUBJECT TO RULE 17(K), THE BILLS, RESOLUTIONS, OR MEMORIALS REMAINING ON THE COW CONSENT CALENDAR AND PASSED WILL THEN BE PLACED ON THE THIRD READING CALENDAR.

Rule 17

Committee of the Whole; ADDITIONAL COMMITTEE OF THE WHOLE

K. THE SENATE MAY BY A MAJORITY VOTE OF THE MEMBERS PRESENT BRING A BILL, MEMORIAL OR RESOLUTION OTHERWISE DESIGNATED AS AVAILABLE FOR THIRD READING TO COMMITTEE OF THE WHOLE FOR AMENDMENT OR FURTHER AMENDMENT, EXCEPT NO PROPOSED AMENDMENT TO STRIKE EVERYTHING AFTER THE ENACTING CLAUSE AND INSERT NEW MATERIAL IS IN ORDER.

Rule 29

Code of Ethics; ETHICS COMPLAINTS

C. THE SENATE ETHICS COMMITTEE SHALL ONLY RECEIVE ETHICS COMPLAINTS THAT HAVE BEEN SIGNED BY A SENATOR AND NOTARIZED.

RULE 32

PROCEDURE ON RECORDS RETENTION AND DESTRUCTION SCHEDULE

A. **DEFINITIONS.** IN THIS SECTION THE FOLLOWING DEFINITIONS APPLY:

“BILL FILE” MEANS A FILE CONTAINING MATERIALS RELATING TO LEGISLATION AS DETERMINED BY THE SENATE SECRETARY.

“CUSTODIAN” MEANS ANY LEGISLATOR, LEGISLATIVE STAFF MEMBER, LEGISLATIVE INTERN, OR LEGISLATIVE CONTRACTOR WHO HAS PRIMARY CUSTODY AND CONTROL OVER A RECORD.

“PERSONNEL RECORDS” MEANS AN EMPLOYEE’S OFFICIAL RECORD AND DOCUMENTATION OF THE EMPLOYEE’S EMPLOYMENT.

“RECORD” MEANS ALL BOOKS, PAPERS, MAPS, PHOTOGRAPHS OR OTHER DOCUMENTARY MATERIALS, REGARDLESS OF PHYSICAL FORM OR CHARACTERISTICS, INCLUDING PRINTS OR COPIES OF SUCH ITEMS PRODUCED OR REPRODUCED ON FILM OR ELECTRONIC MEDIA, MADE OR RECEIVED IN PURSUANCE OF LAW OR IN CONNECTION WITH THE TRANSACTION OF PUBLIC OR LEGISLATIVE BUSINESS AND OVER WHICH THE CUSTODIAN HAS CUSTODY AND CONTROL AND THAT IS PRESERVED OR APPROPRIATE FOR PRESERVATION BY THE SENATE AS EVIDENCE OF THE ORGANIZATION, FUNCTIONS, POLICIES, DECISIONS, PROCEDURES, OPERATIONS OR OTHER ACTIVITIES OF THE CUSTODIAN, OR BECAUSE OF THE INFORMATIONAL AND HISTORICAL VALUE OF DATA CONTAINED IN THE RECORD.

“REFERENCE VALUE” MEANS ADMINISTRATIVE, LEGAL, FISCAL, RESEARCH, OR HISTORICAL VALUE AS REASONABLY DETERMINED BY THE CUSTODIAN.

"STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS (LAPR)" MEANS THE DIVISION OF THE ARIZONA SECRETARY OF STATE THAT IS THE ARCHIVES FOR ARIZONA STATE GOVERNMENT, WHICH IS MANDATED BY LAW TO COLLECT, PRESERVE AND MAKE AVAILABLE TO THE PUBLIC AND ALL BRANCHES OF GOVERNMENT, PERMANENT PUBLIC RECORDS, HISTORICAL MANUSCRIPTS, PHOTOGRAPHS, AND OTHER MATERIALS THAT CONTRIBUTE TO THE UNDERSTANDING OF ARIZONA HISTORY.

B. AUTHORITY. AZ. CONST. ART. 4, PART 2, § 8 AUTHORIZES THE LEGISLATURE TO DETERMINE ITS OWN RULES OF PROCEDURE WHICH SUPERSEDE ANY CONFLICTING STATUTES.

C. GENERAL PROVISIONS.

1. PERMANENT RECORDS. AS SET FORTH BELOW, AT THE END OF THE RETENTION PERIOD WITH THE LEGISLATURE, THE SENATE SECRETARY OR THE SENATE SECRETARY'S DESIGNEE MUST TRANSFER TO LAPR ALL RECORDS KEPT BY THE SENATE SECRETARY, REGARDLESS OF FORMAT, THAT HAVE A RETENTION PERIOD DESIGNATED AS PERMANENT, UNLESS OTHERWISE INSTRUCTED BY LAPR. THE SENATE SECRETARY SHALL WORK WITH LAPR'S ESTABLISHED REQUIREMENTS FOR TRANSFER.

2. ELECTRONIC RECORDS. AT THE END OF THE RETENTION PERIOD SET FORTH BELOW, THE CUSTODIAN SHALL DESTROY ELECTRONIC ITEMS NOT DESIGNATED AS HAVING A RETENTION PERIOD OF PERMANENT.

3. PAPER FILES, RECORDS, AND DOCUMENTS. AT THE END OF THE RETENTION PERIOD SET FORTH BELOW, THE SENATE SECRETARY MAY DESTROY FILES THAT ARE PRIMARILY IN PAPER FORMAT AND MAY DESTROY OTHER RECORDS, REGARDLESS OF FORMAT, NOT DESIGNATED AS HAVING A RETENTION PERIOD OF PERMANENT.

4. NO DUTY TO MIGRATE TO NEW TECHNOLOGY. THE SENATE SECRETARY IS NOT RESPONSIBLE FOR MIGRATING TO NEW TECHNOLOGY ANY RECORD THAT IS RECORDED IN A FORMAT, SUCH AS CD AND DVD THAT MUST BE READ BY A COMPUTER.

5. DESTRUCTION OF NON-PERMANENT RECORDS. WHEN A PAPER RECORD IS ELIGIBLE FOR DESTRUCTION, THE CUSTODIAN SHALL TAKE PROPER PRECAUTIONS TO DESTROY THE ENTIRE FILE, RECORD, OR DOCUMENT BY SHREDDING, BURNING, OR PULVERIZING IT. ELECTRONIC RECORDS SHALL BE DELETED FROM ALL ELECTRONIC REPOSITORIES IN WHICH THEY RESIDE, INCLUDING SERVERS AND HARD DRIVES. THE CUSTODIAN MAY KEEP A LIST, CONTAINING MINIMAL INFORMATION, CAPTURING ANY DESTROYED ITEMS, SO THAT THE CUSTODIAN KNOWS THAT IT HAS BEEN DESTROYED AND HAS NOT BEEN MERELY MISPLACED OR NEVER EXISTED.

6. EFFECTIVE DATE. THE PROVISIONS OF THIS RULE ARE APPLICABLE TO FILES, RECORDS, AND DOCUMENTS CREATED BEFORE OR AFTER THE ADOPTION OF THIS RULE.

a. **INTERPRETATION AND ENFORCEMENT.** THE MAINTENANCE, PRESERVATION AND DESTRUCTION OF RECORDS WILL BE GOVERNED SOLELY AND EXCLUSIVELY BY THE PROVISIONS OF THIS RULE. ANY QUESTIONS OR DISPUTES CONCERNING THE APPLICATION OF THIS RULE TO ANY SPECIFIC RECORD OR SUBSET OF RECORDS WILL BE RESOLVED BY THE PRESIDENT, WHOSE DETERMINATION WILL BE FINAL. THE PROVISIONS OF THIS RULE WILL BE ENFORCED SOLELY AND EXCLUSIVELY BY THE SENATE IN ACCORDANCE WITH THE RULES OF THE ARIZONA SENATE.

b. **RETENTION AND DISPOSITION SCHEDULE.** THE FOLLOWING RECORDS RETENTION PERIODS ARE FINITE AND ABSOLUTE. THEY ARE *NOT* MINIMUM RETENTION PERIODS OR GUIDELINES. RECORDS MAY BE KEPT BEYOND THEIR DESIGNATED RETENTION PERIODS ONLY IF THEY ARE RELEVANT TO ANY (1) ONGOING ADMINISTRATIVE OR LITIGATION PROCEEDING IN WHICH THE SENATE OR THE CUSTODIAN IS A PARTY OR THE RECIPIENT OF A THIRD PARTY SUBPOENA OR (2) PENDING OR PROSPECTIVE ADMINISTRATIVE OR LITIGATION PROCEEDING IN WHICH THE SENATE OR THE CUSTODIAN REASONABLY ANTICIPATES IT MAY BECOME A PARTY, OR IF THE CUSTODIAN BELIEVES THE RECORD HAS CONTINUING REFERENCE VALUE.

A CUSTODIAN SHALL ADHERE TO THE FOLLOWING SCHEDULE OF RETENTION AND DESTRUCTION:

GENERAL SCHEDULE

RECORD CATEGORY	RETENTION PERIOD	REMARKS
A. GENERAL		
EMAILS	90 DAYS	AFTER SENT OR RECEIVED.
CALENDARS	-	DESTROY AFTER REFERENCE VALUE HAS BEEN SERVED.
TEXT MESSAGES AND COMMUNICATIONS ON ONLINE PLATFORMS	-	DESTROY AFTER REFERENCE VALUE HAS BEEN SERVED.
B. SENATE SECRETARY		
PUBLIC RECORD REQUESTS AND RESPONSES	1 YEAR	
COMMITTEE MINUTES AND REPORTS	PERMANENT	MASTERS STORED AT LAPR AFTER 2 YEARS.
BILL FILES	PERMANENT	MASTERS STORED AT LAPR AFTER 2 YEARS.
C. FINANCIAL AND BUSINESS RECORDS		
EMPLOYEE PERSONNEL FILES AND RECORDS	5 YEARS	AFTER END OF EMPLOYMENT
EXPENSE ACCOUNTING RECORDS	1 YEAR	AFTER FISCAL YEAR CREATED OR RECEIVED
GRANT RECORDS	5 YEARS	AFTER FINAL EXPENDITURE REPORT SUBMITTED OR LONGER IF SPECIFIED BY SPONSORING AGENCY
INTERGOVERNMENTAL AGREEMENTS	3 YEARS	AFTER CANCELED, SUSPENDED OR EXPIRED
INTERNAL ADMINISTRATION RECORDS	1 YEAR	AFTER FISCAL YEAR PREPARED
INTERVIEW, SELECTION, HIRING, SEARCH AND PROMOTION FILES	2 YEARS	AFTER POSITION FILLED
PROGRESS AND ACTIVITY REPORTS	2 YEARS	AFTER FISCAL YEAR PREPARED
INSURANCE POLICIES	PERMANENT	
OTHER BUSINESS AND FINANCIAL RECORDS	3 YEARS	AFTER FISCAL YEAR PREPARED
D. BROADCAST		
VIDEO FOOTAGE	PERMANENT	
E. SECURITY		
SECURITY FOOTAGE	90 DAYS	
POLICIES AND PROCEDURES	PERMANENT	

F. MISCELLANEOUS RECORDS		
LITIGATION RESOLUTION (<i>E.G.</i> , SETTLEMENT AGREEMENTS, RELEASES OF CLAIMS, ETC.)	PERMANENT	
ANY OTHER RECORD NOT SPECIFICALLY DEFINED OR ENUMERATED IN THIS RULE	3 YEARS	

RULES OF THE
ARIZONA HOUSE OF REPRESENTATIVES
~~55th~~ 56th LEGISLATURE
~~2021-2022~~ 2023-2024

RULE 1

MEMBERS

A. The House may punish its members for disorderly behavior and may, with the concurrence of two-thirds of the members elected to the House, expel any member (Arizona Constitution, Article IV, Part 2, Section 11). A violation of any of the House Rules shall be deemed disorderly behavior. When a roll call vote is ordered on the floor of the House and subject to the provisions of Rules 6 and 14, members are required to vote after a reasonable time, as determined by the Chair, and may be punished for disorderly conduct if the member fails to vote after a reasonable time.

B. When any member shall be guilty of a breach of any of the Rules and Orders of the House, and the House has determined that he has so transgressed; he shall not be permitted to vote or speak, except by way of excuse for the same, until he has made satisfaction.

C. ONLY MEMBERS MAY PRESENT A COMPLAINT TO THE ETHICS COMMITTEE CHAIRMAN REGARDING THE BEHAVIOR OF ANY MEMBER.

~~C.~~ D. Any member having obtained leave of absence and having in his possession papers relative to business before the House shall leave same with the Chief Clerk.

RULE 2

ANNUAL SESSIONS

A. Except as provided herein, regular sessions shall be adjourned sine die no later than Saturday of the week in which the one hundredth day from the beginning of each regular session falls. The Speaker may by declaration authorize the extension of the session for a period not to exceed seven additional days. Thereafter the session can be extended only by a majority vote of the House.

B. If not considered in the regular session, the general appropriations bill, the general capital outlay bill and the university capital outlay bill may be considered each year in a special session which shall be called only for that purpose.

RULE 3

OFFICERS AND EMPLOYEES

A. The House shall elect as an officer of the House a Speaker, and shall elect a Chief Clerk and such other employees as the House directs.

B. All House employees shall be under the immediate direction of the Speaker of the House, who shall have the power to designate the person who shall be in immediate supervision of the different departments.

C. Employment, compensation and termination of personnel shall be determined by the Speaker.

D. Employees of the House are prohibited from lobbying during the term of their employment, and a violation of this Rule will be sufficient cause for the summary discharge of the offending employee.

E. No person shall be employed as a House employee who is an agent for the prosecution of any claim against the state or who is interested in such claim otherwise than as an original claimant and it shall be the duty of the Speaker to report to the House any violation of this Rule.

RULE 4

THE SPEAKER

A. The Speaker shall take the Chair at the hour to which the House shall have adjourned; immediately call the members to order; cause the roll to be called; and, if a quorum be present, cause the Journal of the proceedings of the last day's sitting to be read, if requested by a majority of the members elected to the House.

B. The Speaker shall preserve order and decorum; decide all points of order subject to an appeal to the House, on which appeal no member shall speak more than once, except by permission of the House; may speak to points of order in preference to other members; and may vote in all cases.

C. The Speaker shall sign all bills, resolutions, memorials, addresses, writs, warrants and subpoenas issued by order of the House.

D. At each session the Speaker shall announce the Order of Business in conformity with Rule 7.

E. The Speaker may appoint a member as Speaker Pro Tempore to perform the duties of the Speaker. In his omission to make such appointment, the House shall proceed to elect a Speaker Pro Tempore to act during the Speaker's absence.

F. The Speaker shall have the general control of the House Chamber and the corridors, passages and committee, hearing and staff rooms of the House of Representatives and all other matters which pertain to the House of Representatives' building and related parking lots. The Speaker shall promulgate a written code of conduct and a written harassment prevention policy applicable to staff.

G. All debts incurred by the House of Representatives, either during session or between sessions of the Legislature, shall be paid by claims drawn on the Finance Division; and all claims so issued shall be signed by the Speaker.

H. The Speaker is authorized to call meetings of standing and select committees of the House during periods when the House is not in session and to approve claims for travel and subsistence incurred by members of such committees in attendance thereon, as provided by law.

I. The Speaker shall be responsible for authorizing the accounts for the pay, mileage and subsistence of members and employees, and pay them as provided by law.

J. Every bill, resolution and memorial, except death resolutions and Senate bills to be substituted on third reading pursuant to Rule 7 C, shall automatically be assigned to the Rules Committee at the time of assignment to another standing committee without action upon the part of the Speaker.

K. THE SPEAKER IS AUTHORIZED TO BRING OR ASSERT IN ANY FORUM ON BEHALF OF THE HOUSE ANY CLAIM OR RIGHT ARISING OUT OF ANY INJURY TO THE HOUSE'S POWERS OR DUTIES UNDER THE CONSTITUTION OR LAWS OF THIS STATE.

RULE 5

THE CHIEF CLERK

A. The Chief Clerk shall keep the Journal of the House and enter therein the record of each day's proceedings, including every question of order which shall be decided on appeal, with the decision thereon, and the hour of adjournment.

B. The Chief Clerk shall prepare copies of the Committee of the Whole Calendar and deliver the same in paper form or electronically to the members, and prepare such other memoranda as the House or Speaker may direct.

C. The Chief Clerk shall transmit to the Senate every bill or other measure, immediately after its passage, to which concurrence is necessary.

D. The Chief Clerk shall transmit all messages from the House to the Senate and Governor, unless the House shall otherwise direct, and shall perform such additional duties as may be assigned by the House or Speaker.

E. The **Assistant DEPUTY** Chief Clerk shall, in the absence of the Chief Clerk, perform the duties of the Chief Clerk.

RULE 6

ROLL CALL, QUORUM, CALL OF THE HOUSE

A. Every member shall be present within the Hall of the House during its sitting, unless excused by the Speaker prior to roll call or necessarily prevented; and shall vote on each question put, unless the member has a personal financial interest in the question, as set forth in Rule ~~35~~ 34 or unless the member is excused from voting in accordance with Rule 14.

B. Upon every roll call the names of the members shall be called alphabetically by surnames. When members have the same or similar surnames, the designation of the district **OR FIRST NAME INITIAL** shall be added.

C. The majority of the members elected to the House shall constitute a quorum to do business; but a smaller number may meet, adjourn from day to day and compel the attendance of absent members in such manner and under such penalties as the House may prescribe. The House shall not adjourn for more than three days between the day of adjournment and the day of reconvening, nor to any place other than that in which it may be sitting, without the consent of the Senate (Arizona Constitution, Article IV, Part 2, Section 9).

D. The purpose of the Call of the House is to compel the attendance of absent members.

E. A motion or demand for a Call of the House is not debatable or amendable and may not be laid on the table, postponed, referred to committee or have other subsidiary motions applied to it, **OTHER THAN TO RECESS OR ADJOURN**.

F. When no quorum is present, a Call of the House takes precedence over all other motions. Any member may raise the question of no quorum; and if a quorum is not present, the House must either order a Call of the House, recess or adjourn. The motion for a Call of the House is agreed to by a majority of those voting, but may not be ordered by ~~less~~ **FEWER** than 10 members including the Speaker.

G. When a quorum is present, a Call of the House ranks as a "question of privilege". ~~A Call of the House AND may be ordered by a majority of the members voting, provided the minimum number authorized to order a Call of the House is present.~~

H. When a Call of the House has been ordered, the doors are closed, the Chief Clerk calls the roll of members and notes the absentees. The Sergeant at Arms shall forthwith proceed to bring in absent members until two-thirds of the members elected to the House are present, and present them at the bar of the House, whereupon the members shall be noted as present, discharged from custody, be given an opportunity to vote; and their vote shall be recorded.

RULE 7**ORDER OF BUSINESS,****SUBSTITUTION OF SENATE ~~BILLS~~ MEASURES FOR HOUSE ~~BILLS~~ MEASURES**

A. The House shall convene at the call of the Speaker each day during legislative session unless a different time or day is fixed by the Body. **UNLESS THE BODY DIRECTS OTHERWISE,** the daily Order of Business shall be as follows:

1. Roll Call
2. Prayer
3. Pledge of Allegiance
4. Approval of the Journal
5. Petitions, Memorials and Remonstrances
6. Reports of Standing Committees
7. Reports of Select Committees
8. Business on the Speaker's Desk
9. Bills and Other Business from the Senate
10. Motions to Discharge Committees
11. First Reading of Bills
12. Second Reading of Bills
13. Third Reading of Bills
14. Unfinished Business
15. Committee of the Whole
16. Disposition of Business from Committee of the Whole
17. Orders of the Day

B. At any time after the reading and approval of the Journal any member may authorize a motion to be made that the House go into Committee of the Whole for the consideration of bills; raising revenue or the general appropriations bill.

C. When Senate measures are received which are identical to House measures which have already been favorably reported by the Committee of the Whole, they may be substituted for such House measures on Third Reading.

D. Business shall be taken up and shall be considered only when the class to which it belongs shall be declared to be in order. Questions of privilege including introduction of guests shall be in order as provided in Rule ~~26~~ 25 (B).

E. All questions relating to the priority of business shall be decided by a majority of those voting without debate.

F. When multiple legislative sessions are held on one legislative day, the Prayer and the Pledge of Allegiance under the Order of Business in subsection A of this rule are required to be followed only for the first session of that day.

RULE 8

BILLS, RESOLUTIONS, MEMORIALS, ENGROSSED COPIES, AMENDMENTS

A. Every bill, resolution and memorial (**HEREAFTER "MEASURE"**) shall be read by sections on three different days, unless in case of emergency, two-thirds of the House deem it expedient to dispense with this Rule. The vote on Third Reading and Final Passage of any ~~bill, resolution or memorial~~ **MEASURE** shall be taken by ayes and nays on roll call. Final Passage shall be the final disposition of a bill by the House (refer to Arizona Constitution, Article IV, Part 2, Section 12).

B. ~~Bills, resolutions and memorials~~ **MEASURES** may be introduced by a member by presenting copies of such ~~bill, resolution or memorial~~ **MEASURE** to the office of the Chief Clerk. The Chief Clerk shall have 24 hours to process such ~~bill, resolution or memorial~~ **MEASURE** preceding the day of actual introduction. The name of the sponsor or sponsors shall be on the attached signature page of the ~~bill~~ **MEASURE**. Introductions "by request" shall be so designated. A ~~bill~~ **MEASURE** introduced in the House may be cosponsored by Senate members. A measure shall only have one prime sponsor; all others shall be designated as cosponsors. A House member's cosponsorship may be withdrawn by that member from any House measure that is in possession of the house. Cosponsorship withdrawal is irrevocable. Following an effective withdrawal of cosponsorship of the measure, the member shall not be identified as a sponsor of the measure on any subsequent calendars, agendas, reports, orders or other publications of the House. Withdrawal of cosponsorship shall be effective if all of the following apply:

1. The member gives a written statement of withdrawal in the form prescribed by the Chief Clerk, delivering the statement to the office of the Chief Clerk and a copy to the Engrossing Clerk.

2. The measure has not been brought for a vote on Third Reading of Bills.

C. ~~Bills, resolutions and memorials~~ **MEASURES** may be introduced during the first 29 days of a regular session and during the first 10 days of a special session. Thereafter, with the exception of death resolutions, introduction may be allowed only with the permission of the Rules Committee. Every ~~bill, resolution or memorial~~ **MEASURE** shall have one prime sponsor. A member may not be the prime sponsor of more than seven bills introduced after 5:00 p.m. on the fourth day of each regular session. For purposes of this Rule the first name on a bill shall be considered the prime sponsor.

D. ~~Bills, resolutions and memorials~~ **MEASURES** may be prefiled by any member-elect for introduction in the first regular session during the period following the filing of the certification of election until the first day of the regular session. ~~Bills, resolutions and memorials~~ **MEASURES** may be prefiled for introduction in the second regular session during the period from November 15 next preceding the second regular session until the first day of the second regular session. ~~Bills, resolutions~~

~~and memorials~~ MEASURES may be prefiled for introduction in any special session during the period following the Governor's proclamation until the first day of the special session, such ~~bills~~ MEASURES being germane to the call.

E. A ~~bill, resolution or memorial~~ MEASURE shall be prefiled in the same manner prescribed for introduction. ~~Bills, resolutions and memorials~~ MEASURES prefiled for introduction pursuant to this Rule shall be deemed to have been actually introduced on the first day of each regular or special session.

F. INTRODUCTORY SETS ARE THE SOLE RESPONSIBILITY OF MEMBERS OF THE LEGISLATURE. MEMBERS ARE RESPONSIBLE FOR CARRYING, SEEKING SIGNATURES AND SUBMITTING INTRODUCTORY SETS IN THE CHIEF CLERK'S OFFICE.

F. G. ~~Bills, resolutions and memorials~~ MEASURES accepted for introduction shall be entered in the Journal by the Chief Clerk.

G. H. The original of a ~~bill, resolution or memorial~~ MEASURE shall be designated by blue backing, marked "original" and shall remain in the possession of the Chief Clerk. Copies shall be distributed as the Speaker directs.

H. I. All ~~bills~~ MEASURES prepared for introduction which propose to add to the statutes or amend existing statutes shall show the proposed new language in capital letters (upper case) and the deletions shall be shown in regular type (lower case) lined through.

I. J. On First Reading of Bills, ~~resolutions or memorials~~, the measure shall be referred to the Chief Clerk for printing. The Speaker shall determine the number of ~~bills, resolutions or memorials~~ MEASURES to be duplicated.

J. K. On First Reading OF BILLS, all ~~bills, resolutions or memorials~~ MEASURES shall be referred by the Speaker or the Speaker's designee to appropriate committees. All amendments proposed by the committee shall be separately reported TO THE CHIEF CLERK'S OFFICE. Each committee shall report each measure it carefully considers back to the House with such recommendations as may be deemed proper. If the Speaker designates his referral authority pursuant to this rule to any member of the House other than the Speaker Pro Tempore the designation shall be in writing, state the period of time for which it is effective, and be filed in advance with the Chief Clerk.

K. L. IF A MEASURE HAS MULTIPLE COMMITTEE ASSIGNMENTS, THE FIRST COMMITTEE MUST HEAR THE MEASURE BEFORE THE SECOND COMMITTEE. IF THE FIRST COMMITTEE FAILS THE MEASURE, THE MEASURE CANNOT BE HEARD BY THE SECOND COMMITTEE. When the first committee reports the measure to the House, the Speaker places it on the House Calendar (Inactive Calendar). When the last committee to which the measure was referred reports to the House, it is the property of the Committee on Rules, which considers the measure. The Speaker sets the order of the measures on the Active Calendar for the consideration of the Committee of the Whole.

L. M. The Speaker may direct that any ~~bill~~ MEASURE be second read at the time of its consideration by the Committee of the Whole or on any day prior thereto.

M. N. When the Committee of the Whole has completed its deliberations, it is dissolved and reports to the House. By motion, the report of the Committee of the Whole is adopted by the House (or amended) and the Speaker properly assigns the House measures (or amended Senate measures) to be engrossed for Third Reading.

N. O. The original and two copies of each engrossed measure shall be on paper of durable quality and shall be stamped on each page thereof with the blind embossed stamp of the House. All engrossed pages not having a full complement of typed lines shall be marked from the end of the typed page to within one inch of the end of such page. The original House engrossed House ~~bill~~ MEASURE shall have a green backing. The original House engrossed Senate ~~bill~~ MEASURE shall have an orange backing.

O. P. The engrossed measure shall not be subject to amendment on Third Reading or Final Passage of the measure.

P. Q. The House shall provide the Senate and the Legislative Council with sufficient copies of each amended engrossed House measure on green paper with a cover page. For House amendments to Senate measures, the same number of copies shall be provided but shall consist only of those pages containing the adopted House amendments and cover page. For unamended House measures the same number of green cover pages shall be provided stating that the measure passed as introduced, which will be identical to the original and printed copies.

Q. R. All ~~bills, resolutions, memorials~~ **MEASURES** and engrossed measures shall be line-numbered, and such numbering shall begin with the enacting clause. Uniform sized paper, 8-1/2" x 11", shall be used. All paper and ink used by the House for the purpose of permanent records shall be of durable quality.

R. S. Amendments shall have uniform headings and shall read "amendment to" and shall be in the same form as the original ~~bill~~ **MEASURE**. The amendment shall refer to page and line number only and when referring to more than one line shall read "lines ... through ...". If everything after the enacting clause is stricken, the amendment shall read "strike everything after the enacting clause". All amendments shall contain the language which states "amend title to conform". Substantive floor amendments shall be printed and placed on each member's desk a reasonable time prior to Committee of the Whole unless previously distributed. Substantive proposed amendments shall be reviewed for constitutionality and approved as to proper form by House Rules Counsel or other qualified personnel designated by the Speaker ~~prior to presentation in all committees, including Committee of the Whole and conference committees.~~

S. T. No amendment to strike everything after the enacting clause and insert new material shall be in order unless notice of intent to offer such an amendment has been given by at least 5:00 p.m. on the second previous working day, excluding Saturday, Sundays and holidays, in advance of the committee meeting at which the amendment is to be considered by ~~delivering~~ **ELECTRONICALLY DISTRIBUTING** a draft of the proposed amendment to ~~the office or the secretary of~~ each member of the committee, ~~AND RELEVANT SUPPORT STAFF AND~~ posting such notice ~~at the Information Desk and leaving a copy of the draft in the office of the Chief Clerk~~ **ONLINE**. **WHEN NOTICE OF INTENT TO OFFER A STRIKE-EVERYTHING AMENDMENT HAS BEEN PROPERLY EXECUTED, A REVISED COMMITTEE AGENDA SHALL BE POSTED AND DISTRIBUTED THAT LISTS THE TITLE OF THE PROPOSED STRIKE-EVERYTHING AMENDMENT AT THE INFORMATION DESK AND ONLINE.** Following the adoption of a strike-everything amendment to a House measure in possession of the House, a House member's cosponsorship may be withdrawn upon submission of a written request from the cosponsor to the Chief Clerk prior to third reading.

RULE 9

COMMITTEES

A. All committees, except such as the House shall select, shall be appointed by the Speaker.

B. Standing Committees of the House shall consist of the following:

Appropriations

Commerce

Criminal Justice Reform

Education

Government ~~& Elections~~

Health & Human Services

Judiciary

Land, Agriculture & Rural Affairs

MUNICIPAL OVERSIGHT & ELECTIONS

Military Affairs & Public Safety

Natural Resources, Energy & Water

REGULATORY AFFAIRS

Rules

Transportation ~~& INFRASTRUCTURE~~

Ways and Means

C. Each Standing Committee shall adopt and file with the Chief Clerk's Office rules of procedure consistent with the Rules of the House and shall include the following:

1. With the exception of executive sessions ordered by a majority of the committee constituting a quorum, all committee meetings shall be open to the other members of the Legislature, the press and public so long as proper decorum is maintained.

2. All committees shall meet at regularly scheduled times and places unless cancelled with the permission of the Speaker. In the absence of the chairman, the vice chairman shall preside. In the absence of both the chairman and vice chairman, some other committee member designated by the Speaker shall preside.

3. The committee chairman (presiding officer) other than the chairman of the Committee on Rules shall prepare an agenda and distribute copies to committee members, the Information Desk and the Chief Clerk's Office by 5:00 p.m. at least five days before the committee meeting. Absence of a bill, memorial or resolution from the committee agenda will prohibit its consideration unless unanimous consent of all committee members is obtained. Unless a reconsideration motion has been offered and failed, a chairman may place a measure that failed in committee on any subsequent agenda.

4. A ~~bill~~ **MEASURE** not on the committee agenda shall be scheduled for discussion at the next subsequent committee meeting by presentation of a petition containing the signatures of two-thirds or more of the committee members.

5. A roll call vote shall be taken in each standing committee when final action on any ~~bill~~ **MEASURE** is voted.

6. Written committee reports shall be filed with the Chief Clerk's Office within a reasonable time but no later than two weeks from time of completion of meetings. A recording of the meeting shall be made available for public inspection three working days after the meeting. Attendance records of all committee meetings shall be filed with the Chief Clerk's Office within 24 hours from time of completion of meetings.

7. Special meetings may be called by the chairman but require permission of the Speaker and notice to members and the general public at the Information Desk by 5:00 p.m. on the previous day,

except that the notice of a special meeting of the Committee on Rules may be given in open session prior to the meeting and does not require the Speaker's permission.

D. The Speaker is authorized to call meetings of standing and select committees of the House during periods when the House is not in session and to approve claims for travel and subsistence incurred by members of such committees in attendance thereon, as provided by law. Notwithstanding the statutory authority, the Speaker, after consultation with the committee chairman, may appoint members to the committee of reference.

E. No committee other than the Committee on Rules shall meet while the House is meeting in session without special permission of the Speaker.

F. Except as provided herein, all House ~~bills~~ **MEASURES** shall be considered by committees prior to the Saturday of the week in which the sixtieth day from the beginning of each regular session falls and all Senate bills shall be considered by committees prior to the Saturday of the week in which the ninetieth day from the beginning of each regular session falls. No committee except the Rules Committee shall consider a ~~bills~~ **MEASURE** in violation of this subsection without the written permission of the Speaker.

G. Notwithstanding Rule 8 ~~S~~ **(T)**, no proposed amendment in the Committee on Rules to strike everything after the enacting clause and insert new material shall be in order.

H. ALL INTERIM COMMITTEE MEETINGS SHALL BE OPEN TO THE OTHER MEMBERS OF THE LEGISLATURE, THE PRESS AND PUBLIC SO LONG AS PROPER DECORUM IS MAINTAINED, WITH THE EXCEPTION OF EXECUTIVE SESSIONS ORDERED BY A MAJORITY OF THE COMMITTEE CONSTITUTING A QUORUM.

RULE 10

REPORTS OF COMMITTEES

A. Reports of Standing Committees shall be announced to the House upon receipt of reports from the committees. Reports from the following committees concerning matters herein named shall have precedence and may be received at any time except in Committee of the Whole:

1. The Committee on Rules on joint rules, order of business and rules relating to the order of consideration of bills;
 2. The Committee on Judiciary on the right of a member to his seat;
 3. The Committee on Ways and Means on bills for raising revenue;
 4. The Committee on Appropriations on all matters referred to it.
- B. When a report of a committee is printed, it shall include a minority report, if requested.

RULE 11

CALENDARS

A. There shall be the following calendars to which all business reported from committees shall be referred:

1. A House Calendar on which shall be entered all **bills and other** measures in the order reported from the committees, and such business as the House may directly place upon the calendar for consideration.

2. The Active Calendar of the Committee of the Whole House on which shall be entered all **bills and other** measures referred to the Committee of the Whole.

B. The Third Reading Consent Calendar shall be set by the Speaker and shall consist of select unamended measures reported out of all committees to which they were referred. It shall be dated, printed, placed on each member's desk or delivered electronically and posted at the Information Desk two working days prior to being accepted. Any member who wishes to protest any measure bypassing the Committee of the Whole may submit a protest in writing to the Chief Clerk's Office with a copy for the Speaker's Office during the two-day posting. This protest will automatically remove the measure from the Third Reading Consent Calendar. Subject to Rule 12(O), the measures remaining on the Third Reading Consent Calendar will then be placed on the Third Reading Calendar.

C. The COW Consent Calendar shall be set by the Speaker and shall consist of select amended measures reported out of all committees to which they were referred. It shall be dated, printed, placed on each member's desk or delivered electronically and posted at the information desk two working days prior to being accepted. Any member who wishes to protest any measure being subject to group motion and adoption of all committee amendments and instead who wishes to require that the amended measure be subject to debate in the Committee of the Whole may submit a protest in writing to the Chief Clerk's Office with a copy for the Speaker's Office during the two-day posting. This protest will automatically remove the measure from the COW Consent Calendar. Additionally, the filing of a floor amendment with the Chief Clerk will automatically remove the measure from the COW Consent Calendar. Subject to rule 12(O), the measures remaining on the COW Consent Calendar and passed will then be placed on the Third Reading Calendar.

RULE 12

COMMITTEE OF THE WHOLE; ADDITIONAL COMMITTEE OF THE WHOLE

A. When the House shall determine to go into Committee of the Whole, the Speaker shall leave the Chair after appointing a chairman to preside.

B. In Committee of the Whole, business shall be transacted in accordance with its priority on the Calendar, unless such priority be determined by the House before going into Committee of the Whole.

C. A majority of the members of the House shall constitute a quorum to do business in Committee of the Whole.

D. When a Committee of the Whole finds itself without a quorum, the Chairman shall direct the Sergeant at Arms to bring members to the chamber or cause the roll to be called, and thereupon the Committee shall rise and the Chairman shall report the names of the absentees to the House, and such names shall be entered in the Journal. If on such roll call a quorum shall appear, the Committee shall thereupon resume its sitting without further order of the House.

E. In Committee of the Whole the Rules of the House shall govern whenever applicable.

F. In Committee of the Whole all questions shall be decided by a majority of those voting.

G. No seconds are required to motions in Committee of the Whole.

H. In Committee of the Whole the **bill MEASURE** shall first be read through by the Chief Clerk, unless the Committee shall otherwise order. This shall constitute second reading of the bill unless it has been previously second read. After the proper motion the **bill MEASURE** is open to debate and amendment.

I. AFTER A MEASURE IS MOVED IN COMMITTEE OF THE WHOLE, THE MEASURE MAY BE DEBATED FOR A MAXIMUM OF 30 MINUTES. AFTER 30 MINUTES, THE AMENDMENTS ARE MOVED AND EXPLAINED BY THE SPONSOR OR THE CHAIR'S DESIGNEE AND VOTED WITHOUT DEBATE OR QUESTIONS. DEBATE ON ANY MEASURE CAN BE EXTENDED BY A VOTE OF A MAJORITY OF THE MEMBERS PRESENT. MOTIONS TO AMEND THE COW REPORT ARE PERMITTED, BUT EXPLANATIONS OF VOTES ARE NOT.

J. When a **bill MEASURE** is under debate in Committee of the Whole, the following recommendations are in order:

1. Do pass
2. Be recommitted to a committee for further study
3. Do pass as amended
4. Do not pass
5. Be retained on the Calendar
6. Retain its place on the Calendar
7. Call for the previous question

J K. The following motions are not in order in Committee of the Whole:

1. To adjourn
2. Appoint, authorize or discharge committees
3. Lay on the table
4. Reconsideration

K L. A roll call vote shall be taken in Committee of the Whole when a motion to recommend "DO PASS" or "DO PASS AS AMENDED" is defeated. No other roll call votes shall be taken in Committee of the Whole.

E M. When the Committee of the Whole has completed its deliberations, it is dissolved and reports to the House. By motion the report of the Committee of the Whole is adopted by the House (or amended) and the Speaker properly assigns the House measures (or amended Senate measures) to be engrossed for Third Reading.

M N. With the exception of committee amendments, no proposed amendment in Committee of the Whole to strike everything after the enacting clause and insert new material shall be in order and the report of the Committee of the Whole shall not be amended to circumvent this Rule.

N O. Without objection, a motion to recommend that a measure do pass or do pass amended may be made in Committee of the Whole grouping together unamended measures and amended measures on the COW Consent Calendar. Upon request by any member, a measure shall be excluded from the mass motion.

O P. The House may by a majority vote of those voting bring a measure otherwise designated as available for Third Reading to Committee of the Whole for amendment or further amendment, except no proposed amendment to strike everything after the enacting clause and insert new material is in order.

RULE 13

SITTING AS IN COMMITTEE OF THE WHOLE

The House may by a majority of those voting sit as in Committee of the Whole for consideration of technical changes to measures and any subject, except no proposed amendment to strike everything after the enacting clause and insert new material is in order.

RULE 14

VOTING

A. All motions may be determined by a voice vote, teller, or on request of two members by a roll call, and by declaration of the result by the Speaker or designated member; provided that the voice vote shall not apply to Third Reading and Final Passage of ~~a bill, resolution or memorial~~ **ANY MEASURE**.

B. No member shall be permitted to vote unless present in person to cast his vote.

C. No member shall vote for another, nor shall any person not a member cast a vote for a member. In addition to such penalties as may be prescribed by law, any member who shall vote or attempt to vote for another member may be punished in such manner as the House may determine. If a person not a member shall vote or attempt to vote for any member he shall be barred from the floor of the House for the remainder of the session and may be further punished in such manner as the House may deem proper, in addition to such punishment as may be prescribed by law.

D. When a roll call vote is ordered, every member who shall be within the Hall of the House shall vote, aye or nay, unless the member has filed a statement of personal financial interest in the question or is excused by the House pursuant to subsection E.

E. Subject to Rule 4(B), when a roll call vote is ordered, no member shall leave the chamber ~~or the Speaker's conference room~~ until the vote is declared. **THE CHAMBER INCLUDES THE FLOOR AND THE SPEAKER'S OFFICE SUITE.** The roll will be taken once only. When a member declines to vote, the member shall be required to specify the reason. If a member declares a personal financial interest in the question and the member has failed to file a statement pursuant to rule 34 or if the reason given is other than a personal financial interest in the question, the presiding officer shall submit the question to the House, "Shall the member be excused from voting for the reason given?" The question shall be decided without debate before the roll call vote is taken and the result is announced.

F. A member may change his vote after the roll call has been completed and before announcement of the result, but not thereafter.

G. Every member shall have the privilege of explaining his vote **ON SUBSTANTIVE MAIN MOTIONS** with relevant comments (such explanation shall not exceed three minutes) and shall further be permitted to have his written explanation placed on file in the Office of the Chief Clerk and the Journal shall so show except that ~~this~~ **THE** provision **ON WRITTEN EXPLANATIONS** shall not apply in committees of the House. **THE PRIVILEGE DOES NOT EXTEND TO INCIDENTAL MAIN MOTIONS OR PROCEDURAL MOTIONS; HOWEVER, A MEMBER FROM EACH SIDE MAY EXPLAIN THE RATIONALE FOR THE VOTE FOR UP TO THREE MINUTES.**

H. The Speaker or designated member shall declare all votes; but if any member doubts a voice vote prior to the declaration of the vote by the Speaker or designated member, a rising vote shall be ordered and the result declared.

RULE 15

ELECTRIC ROLL CALL SYSTEM

A. In all cases where a rule of the House of Representatives refers to "roll call", such reference shall be understood to refer also to the "taking" of the vote by an electric roll call system.

B. When taking the ayes and nays on any question to be voted upon, the electric roll call system, so-called, may be used, and when so used shall have the same force and effect as a roll call taken as otherwise provided in these rules.

C. When the House is ready to vote upon any question requiring a roll call, and the vote is to be taken by the electric roll call system, the Chair shall announce: "You have heard the motion" or "You have heard the _____ reading of (designating the matter to be voted upon). Those in favor will vote aye. Those opposed will vote nay. Do not vote until you hear the bell. The House will now proceed to vote."

D. When sufficient time has been allowed the members to vote, the Chair shall announce: "Have you all voted?" and after a short pause shall say: "The Clerk will now record the vote."

E. The Chief Clerk shall immediately start the recording equipment and, when completely recorded, shall present the result to the Chair, who shall announce same to the House. The Chief Clerk shall enter upon the Journal the result in the manner provided by the Rules of the House.

RULE 16

MOTION TO AMEND, GERMANENESS

A. When a motion or proposition is under consideration, a motion to amend and a motion to amend that amendment shall be in order. No amendment in the third degree shall be allowed.

B. It shall be in order to offer a further amendment by the way of a substitute amendment.

C. A motion to strike out and insert is indivisible, but a motion to strike out being lost shall neither preclude amendment nor shall a motion or proposition on a subject different from that under consideration be admitted under the color of amendment.

D. The Arizona Constitution (Article IV, Part 2, Section 13) provides in part that "every act shall embrace but one subject and matters properly connected therewith, ...". To comply with this requirement, an amendment may not expand the scope of the original **bill MEASURE** to give it a new purpose. A **bill MEASURE** including any amendments shall be presumed to contain one subject if:

1. The resulting **bill MEASURE** has one general purpose and all other matters contained therein are related to that purpose or necessary to effectuate the purpose.

2. The resulting **bill MEASURE** is a major revision of a program or agency and each of the provisions relates to the revision.

3. The **bill MEASURE** offers only technical or conforming changes to the statutes.

4. The **bill MEASURE** is an omnibus taxation or appropriation measure and each provision relates to the same general purpose of the bill.

5. The **bill MEASURE** is a result of a strike everything after the enacting clause amendment and substitutes material designed to accomplish only one purpose.

E. In filling blanks, the largest sum and the longest time shall be put first.

F. Upon request of any member, and an affirmative majority vote, each amendment shall be considered separately.

RULE 17

SENATE AMENDMENTS, CONFERENCE COMMITTEES,

CONFERENCE REPORTS, FINAL PASSAGE

A. Any amendment by the Senate to any House **bill MEASURE** shall be subject to one of the following:

1. Except as provided in paragraph 4 of this subsection, concur in Senate amendments by voice vote and Final Passage by roll call vote.

2. Refuse to concur in Senate amendments and appointment of Conference Committee (simple or free).

3. Speaker may refer the **bill MEASURE** with the Senate amendments to a committee which after study shall recommend concurrence or nonconcurrence.

4. A CONFERENCE COMMITTEE IS NOT REQUIRED WHEN A MEASURE RETURNS FROM THE SENATE AND A SECTION OF LAW HAS BEEN ELIMINATED DUE TO AN INADEQUATE VOTE THRESHOLD ON A PROP 105 OR PROP 108 REQUIREMENT ON THIRD READING. HOWEVER, THE MEASURE SHALL BE VOTED ON FINAL PASSAGE PRIOR TO TRANSMISSION TO THE GOVERNOR.

~~4.~~ **5.** The Speaker may refer a measure that was subject to Senate amendments that introduced new material or was the subject of a strike everything amendment to a free Conference Committee that is primarily comprised of members of a standing committee that is customarily assigned similar subject matter and the measure's prime sponsor. Public testimony shall be allowed at the conference committee.

B. Any amendment by the Senate which includes the addition of the emergency clause or the requirements for enactment clause (refer to Arizona Constitution, Article IX, section 22) or a three-fourths clause to amend or supersede an initiative or a referendum or to appropriate or divert funds created by an initiative or a referendum (refer to Arizona Constitution, Article IV, Part 1, Section 1, Subsections (6) (C), (6) (D) or (14)) shall require a two-thirds vote of the members elected to the House for Final Passage with the emergency clause or the requirements for enactment clause or a three-fourths vote of the members elected to the House for Final Passage of a measure to amend or supersede an initiative or a referendum or to appropriate or divert funds created by an initiative or a referendum.

C. Conference Committees may be either simple or free. A Simple Conference Committee shall be limited to points of disagreement between the two Houses and shall not add unrelated new material, except to conform the provisions to other sections of the **bill MEASURE**, enactments of the current session or procedural requirements. A Free Conference Committee may recommend striking amendments, compromising disagreements or inserting something entirely new except that a Free Conference Committee may not recommend striking everything after the enacting clause and inserting new material. A Free Conference Committee shall not take final action on a Free Conference Committee report to a House measure unless the measure has been heard in a public hearing of the Free Conference Committee.

D. A copy of each Conference Committee report shall be placed on each member's desk or delivered electronically a reasonable time before consideration of the report. Any member may request, and the Speaker shall grant, a one-time delay per measure of up to 24 hours prior to adoption of the Conference Committee report. Adopted conference reports and the House **bills MEASURES** to which they pertain shall be referred for engrossing, and the bill after being engrossed shall be placed on Final Passage.

E. Except as provided herein, Conference Committees shall consider all **bills MEASURES** prior to the Saturday of the week in which the ninety-seventh day from the beginning of each regular session falls. No Conference Committee shall meet to consider a **bill MEASURE** after such time without the written permission of the Speaker.

RULE 18

DECORUM AND DEBATE

A. When a member desires to speak in debate or deliver any matter to the House, or make a motion, he shall rise and address himself to the Chair, and on being recognized may address the House. He shall confine himself to the question and avoid personalities. No member shall impeach or impugn motives of any other member's argument or vote.

B. When a measure is presented for consideration to the House or in Committee of the Whole, the sponsor of such measure shall be entitled to recognition to open and close the debate. In his absence another member shall be designated to open and close debate on the measure.

C. When two or more members rise, the Chair shall name the member who is to speak; but in all cases the member who shall first rise and address the Chair shall speak first.

D. No member shall interrupt another while speaking except to call to order, to correct a mistake or to move the previous question.

E. The sponsor of a measure or the designee shall have three minutes to comment at the opening and three minutes to comment at the closing of debate on an original motion or question except as further provided in this Rule. No other member shall comment more than three minutes in favor of or in opposition to any motion, question or each amendment to the motion or question except as further provided in this Rule. All comments and questions must be relevant to the motion or question.

F. A member shall have three minutes to comment at the opening and three minutes to comment at the closing of debate on any amendment proposed by the member to the original motion or question except as further provided in this Rule.

G. No member other than the member who opens and closes the debate shall comment more than once on any motion, question or each amendment to the motion or question, nor more than the time limits for speaking as provided in this Rule, unless a member desiring to speak more than once, or more than the time limits for speaking is accorded the privilege without objection or upon a motion supported by two-thirds of the members elected to the House.

H. Questions shall be confined to one minute and must be relevant to the motion or question. A member who has been asked a question shall have three minutes to respond.

RULE 19

IMPERMISSIBLE DEBATE

A. No member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation or use language tending to hold a member of the House or Senate up to contempt.

B. If any member be called to order for words spoken in debate, the member calling him to order shall repeat the words excepted to; and they shall be taken down in writing at the Chief Clerk's desk and read aloud to the House, but he shall not be held to answer or be subject to the censure of the House therefor if further debate or other business has intervened.

C. If any member, in speaking or otherwise, transgresses the Rules of the House, the Speaker shall, or any member may call him to order, in which case he shall immediately sit down unless permitted to explain; and the House shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he shall be at liberty to proceed, but not otherwise; and, if the case requires it, he shall be liable to censure or such punishment as the House may deem proper.

D. There shall be no debate at the Third Reading or Final Passage of a bill except by a two-thirds vote of the members elected to the House.

RULE 20

PROTEST

A. Any member shall have the right to protest and have the reasons of his protest entered in the Journal (Arizona Constitution, Article IV, Part 2, Section 16) subject to provisions of paragraph B of this Rule. ~~Any member rising to speak on protest shall be allowed to speak for a period not to exceed three minutes.~~ ALL PROTESTS, WHETHER PROCEDURAL OR NOT, SHALL ONLY BE IN WRITING AND SHALL BE SUBMITTED TO THE CHIEF CLERK.

B. The protest of any member, not exceeding 200 words, may be entered in the Journal **AT THE REQUEST OF THE MEMBER**; but the language thereof shall impute no unworthy motive to any other House or Senate member nor transgress the Rules of the House relating to language used in debate.

RULE 21

MOTIONS

A. When a motion has been made, the Speaker shall state it or if it be in writing cause it to be read aloud by the Chief Clerk before being debated. It shall then be in possession of the House, but may be withdrawn at any time before debate begins or amendment is offered. No motion shall be recognized without the member rising and addressing the Chair.

B. All motions shall be reduced to writing, if requested by the presiding officer or by a member, and shall be entered in the Journal with the name of the member making it, and shall be read before the same shall be debated.

C. No dilatory motion shall be entertained by the Speaker or Chairman.

D. "Privileged Questions" are a class of motions which have the highest precedence.

E. When the question is under debate, no motion shall be received but:

	Debatable	Amendable	Majority Vote
1. To adjourn	NO	NO	YES
2. To take a recess	NO	YES	YES
3. To lay on the table	NO	NO	YES
4. For the previous question	NO	NO	YES
5. To postpone to a time certain	YES	YES	YES
6. To commit, refer or recommit	YES	YES	YES
7. To amend	YES	YES	YES

8. To amend an amendment.	YES	NO	YES
9. To offer a substitute amendment	YES	YES	YES
10. To amend a substitute amendment	YES	YES	YES

F. These several motions shall have precedence in the foregoing order, and no motion to postpone to a time certain or to refer, being the same day at the same stage of the question decided, shall again be allowed on the motion.

RULE 22

PREVIOUS QUESTION

A. The previous question shall be put in the following form: "Those in favor of ordering the previous question will vote aye; those opposed will vote nay".

B. The motion for the previous question, when agreed to, has the effect of cutting off all debate and bringing the House to a direct vote upon pending amendments, if any, in their order, and then upon the main question, except that after the previous question has been ordered, each side shall be allowed three minutes, the affirmative closing the debate.

C. When the member entitled to speak under this Rule is absent, the member first in order upon the committee reporting the measure, who is present and joined in the report, shall have the right to occupy such time.

D. After the previous question has been ordered on the passage of a measure, one motion to recommit shall be in order. The previous question is not debatable or amendable and requires a majority of those voting.

RULE 23

RECONSIDERATION

A. When a motion has been made and carried or lost, it shall be in order for any member who voted with the prevailing side, on the same day or the next day of actual session thereafter, to move for the reconsideration thereof at a time not to exceed fourteen days; and such motion shall not be amended and shall be immediately disposed of. Such motion shall take precedence of all other questions except a motion to adjourn or the consideration of a conference report.

B. The motion to reconsider is adopted by an affirmative vote of a majority of those voting, even when the vote reconsidered is on a matter that requires two-thirds or more of those voting for affirmative action. On motion to reconsider, the ayes and nays having been acted on, another motion to reconsider is not in order.

C. No ~~bill, resolution, memorial or petition~~ **MEASURE** referred to a committee shall be brought back into the House on a motion to reconsider.

D. When a ~~bill, resolution,~~ report, amendment, order or measure, upon which a vote has been taken, shall have gone out of the possession of the House and has been committed to the Senate, the motion to reconsider shall be accompanied by a motion to request the Senate to return the same, which last motion shall be acted upon immediately, and if determined in the negative shall be a final disposition of the motion to reconsider.

RULE 24

DIVISION OF QUESTION

On demand of a member before the question is put, a question shall be divided if it includes propositions so distinct in substance that one being taken away, a substantive proposition shall remain.

RULE 25

PRIVILEGE OF THE HOUSE, PERSONAL PRIVILEGE

A. "Questions of Privilege" are those questions which relate to the rights and privileges of the Body or of its members in their official capacity, and should be distinguished from "privileged questions" which are a class of motions having the highest precedence pursuant to Rule 21.

B. "Questions of Privilege" shall be:

1. "Privilege of the House" which affects the rights of the House collectively, its safety, dignity and integrity of its proceedings and has the highest precedence.

2. "Personal Privilege" which relates to the rights, reputation and conduct of members individually, in their respective capacity only, and shall have precedence of all other questions except motion to adjourn and except as provided in Rule 7. Any member rising to a point of personal privilege upon being recognized shall first state the point and shall be allowed to speak for a period not to exceed three minutes. All points of personal privilege shall be made at the conclusion of the order of business, unless otherwise directed by the speaker, but points of personal privilege to introduce guests that are confined to one minute may be made at the commencement of each day during the legislative session.

RULE 26

PETITIONS, MEMORIALS AND OTHER COMMUNICATIONS

A. Petitions, memorials or other papers **addressed SUBMITTED** to the House may be presented by the Speaker or by a member and shall be read and considered in the order presented unless the House shall direct otherwise. The subject matter and the name of the person presenting the petition or other paper shall be endorsed thereon.

B. PETITIONS, MEMORIALS OR REMONSTRANCES SUBMITTED TO THE HOUSE SHALL BE RECEIVED BY THE CHIEF CLERK'S OFFICE AND PLACED ON FILE AS THE FINAL ACTION ON THE PETITION, MEMORIAL OR REMONSTRANCE.

B-C. Messages from the Governor, reports and communications from heads of departments, or other communications to the House, and messages from the Senate, may be referred directly to appropriate committees.

RULE 27

ORDER ON THE FLOOR, PRIVILEGE OF THE FLOOR, MAIN GALLERY, PRESS GALLERY

A. No member shall be permitted to pass unnecessarily between the Chair and the person speaking, or other persons be permitted to stand in the aisles during the session of the House.

B. Except by unanimous consent, or unless otherwise ordered by a two-thirds vote of the members elected to the House, no person except members, officers and employees of the House shall have the privilege of, or be admitted to, the floor of the House Chambers at any time; provided that the Speaker may grant the privilege of the floor, subject to revocation in any instance by order of the House, to former members of the House and to members of the Senate.

C. The main gallery shall at all times, except when the House is in Executive Session or the House or Speaker shall order the galleries cleared, be open to the public, subject to the full observance of the Rules of the House.

D. A press gallery shall be maintained, to which shall be admitted only duly accredited representatives of the press holding nontransferable cards issued by the Speaker and revocable at his discretion. The press gallery may be located on the floor of the House at the discretion of the Speaker. Any press representative desiring admission to the press gallery shall make application to the Speaker for a pass and shall accompany such application with a statement of the facts of his press connections, and with a request by the newspaper or newsgathering organization with which he is connected for such pass. Passes shall not be issued to more than four representatives of one newspaper or newsgathering organization, and not more than one such representative at a time shall occupy a seat in the press gallery if such seat is desired by the representative of any other newspaper or newsgathering organization.

RULE 28

THE JOURNAL

A. The House shall keep a Journal of its proceedings, and at the request of two members the ayes and nays on roll call on any question shall be entered (Arizona Constitution, Article IV, Part 2, Section 10).

B. Every motion made to the House and entertained by the Speaker shall be entered in the Journal with the name of the member making it, unless it be withdrawn the same day.

RULE 29

PARLIAMENTARY PRACTICE AND PRECEDENCE

The rules from the different sources take precedence in the order listed:

1. Constitutional Rules or Stipulations
2. Adopted House Rules
3. Statutory Rules or Provisions
4. Customs and Usages
5. Adopted Parliamentary Authority (Mason's Manual of Legislative Procedure, Rules of United States House of Representatives, and Jefferson's Manual)
6. General Parliamentary Law

RULE 30

EXECUTIVE SESSION

Upon a motion, carried by a majority vote of all members elected to the House, the House may resolve itself into Executive Session for the discussion of any business which may, in the opinion of the House membership, require secrecy. The Speaker may direct the chambers and galleries to be cleared, except such personnel as the Speaker may deem necessary; and during the discussion the doors shall remain closed. While in Executive Session the Rules of the House shall apply.

RULE 31

SUSPENSION OR AMENDMENT OF THE RULES

A. The House Rules may be amended upon vote of the majority of the members of the House **AND MUST INCLUDE THE SPEAKER OF THE HOUSE IN THAT MAJORITY.**

B. The House Rules may be suspended ~~by a~~ **UPON** vote of ~~a~~ **THE** majority of the members ~~present~~ **OF THE HOUSE AND MUST INCLUDE THE SPEAKER OF THE HOUSE IN THAT MAJORITY.**

RULE 32

AGENDAS, CALENDARS AND NOTICE OF MEETINGS

A. Agendas and calendars shall contain the number and short titles of all legislative measures to be considered.

B. A standing, interim or joint committee or a subcommittee, except the Committee on Rules, shall not take action on a **legislative** measure unless the measure has been on a committee agenda which was available at the Information Desk by 5:00 p.m. on the previous day. Standing Committees are also subject to Rule 9 C. Interim committees shall prepare and distribute agendas no later than 5:00 p.m. on the second previous working day, excluding Saturday, Sundays and holidays, in advance of the committee meeting.

C. A measure not considered by the Committee of the Whole on the same legislative day as it was reported out of the last standing committee to which it is assigned, other than the Committee on Rules, shall not be considered by the Committee of the Whole unless it appeared on an active calendar of the Committee of the Whole which was available at the Information Desk on the previous day.

D. A measure not disposed of on Third Reading on the same legislative day as it was reported by the Committee of the Whole shall not be brought to a vote on Third Reading unless it appeared on a calendar available at the Information Desk on the previous day.

E. The names of the House conferees appointed to a Conference Committee shall be available at the Information Desk before the conference report is signed. The report of a Conference Committee shall not be adopted unless the report was available at the Information Desk prior to the adoption.

F. In case of an emergency, a vote may be taken upon such notice as is appropriate to the circumstances. A report of the action taken in an emergency shall be available at the Information Desk within twenty-four hours.

G. A current report of the House action on all measures shall be available to public inspection at the Information Desk.

H. Pursuant to Article IV, Part 2, Section 8, Constitution of Arizona, the meeting notice and agenda requirements for the House, Committee of the Whole and all standing, select and joint committees and subcommittees shall be governed exclusively by these rules.

RULE 33**CODE OF ETHICS****A. No member shall:**

1. Intentionally solicit, accept or agree to accept from any source, whether directly or indirectly and whether by himself or through any other person, any personal financial benefit, including any gift for himself or another, upon an agreement or understanding that his vote, opinion, judgment, exercise of discretion or other action as a public official will thereby be influenced.

2. Disclose or use information designated by law as confidential in any manner prohibited by law.

3. Knowingly disclose or use, other than in the performance of his official duties, information gained as a result of his official position and which is not available to the general public, for his personal financial benefit or the financial benefit of any other person, including compensation from any employment, transaction or investment entered into that utilizes or is based upon such information.

4. Enter into any contract with a public agency or have an interest in the profits or benefits of a contract entered into with a public agency by any other person or entity, unless:

(a) The total gross annual income value of the contract is less than one thousand dollars, or

(b) The contract is entered into by a business of which the member, his spouse or any minor child of whom the member has custody, owns or controls, individually or combined, less than ten percent thereof, or

(c) The contract has been awarded through public and competitive bidding pursuant to law, or

(d) The subject of the contract between a member and a public agency is an appointment or employment for which an exception exists pursuant to Article IV, Part 2, Section 4 or 5 of the Constitution of Arizona.

5. Appear for a fee on behalf of another person or entity before any public agency for the purpose of influencing such agency by use of threat to initiate or take an action in the discharge of his official duties that would be adverse to such agency.

B. For the purposes of this Rule:

1. A member shall be deemed to "have an interest in the profits of a contract" if the contract is entered into by the member or the member's spouse or any minor child of whom the member has legal custody.

2. "Public agency" means all courts and any department, agency, board, commission, institution or instrumentality of this state but does not include counties, cities and towns or any other political subdivision.

3. "Business" includes any corporation, partnership, joint venture, sole proprietorship, business trust, enterprise, organization, trade, occupation or profession.

4. "Gift" includes any gratuity, special discount, favor, service, economic opportunity, loan or other benefit received without lawful consideration and not provided to members of the public at large but does not include political campaign contributions if such contributions are publicly reported as required by law.

5. "Fee" includes any compensation but does not include benefits received pursuant to law as a result of being a legislator.

RULE 34

PERSONAL FINANCIAL INTEREST

A. A member who anticipates taking an action in the discharge of his official duties in which he may have a personal financial interest shall:

1. Prepare a written statement describing the matter to be acted upon and the nature of the potential interest; and

2. Deliver a copy of the statement to the Speaker, the chairman of the Ethics Committee and the Chief Clerk. Such statement shall be retained by the Chief Clerk as a public record.

B. A member shall report a potential personal financial interest pursuant to subsection A as soon as the member is aware of such potential interest. If, however, such awareness occurs when the House is convened on the floor or during a meeting of a committee, subcommittee or caucus, a member shall report a potential personal financial interest as soon after the adjournment of that body as is practicable.

C. A member may abstain from taking any action in which he has a personal financial interest. Upon declining to participate in any legislative action on the floor, in committee or in subcommittee, the member shall state his decision and such decision shall be recorded in the Journal or minutes of that body. Prior to declining to vote in any legislative action on the floor, a member must first prepare a written statement describing the nature of the personal financial interest or the reason why the member is declining to vote and deliver the statement to the Office of the Chief Clerk and the office of the Speaker. If the member fails to file the statement prior to the member's declaration on the floor, the member shall be subject to Rule 14 E.

D. A member in doubt as to the propriety of any action proposed to be taken by him and involving a potential personal financial interest under this Rule may request the Ethics Committee to render an advisory opinion on the facts. The advisory opinion shall be issued not later than 5 days from the date of receipt of that request and be filed with the Speaker, the chairman of the Ethics Committee and the Chief Clerk. Such opinion shall be retained by the Chief Clerk as a public record.

E. For the purposes of this Rule:

1. "An action in the discharge of his official duties" means introduction, sponsorship, debate, amendment, passage, defeat, approval, consideration or any other official action on any **bill, resolution, memorial MEASURE**, amendment, confirmation, nomination, appointment, report or any other matter pending or proposed in a committee, subcommittee, caucus or on the floor of the House.

2. A personal financial interest exists if it is reasonably foreseeable that an action in the discharge of his official duties will have a material financial benefit or detriment either directly or indirectly on the member, his spouse or any minor child of whom he has legal custody, except that no personal financial interest exists if the legislator or such member of his household is a member of a class of persons and it reasonably appears that a majority of the total membership of that class is to be affected by such action.

RULE 35

POLITICAL PARTY CAUCUSES

All meetings of majority or minority political party caucuses of members of the House shall be open to the public except organizational meetings to elect officers of the caucus and the House and meetings to discuss matters, including those permitted in executive session as set forth in A.R.S. section 38-431.03. Each caucus shall establish procedures for convening political party caucuses.

RULE 36

DISCHARGE OF COMMITTEES

Notwithstanding any other provision of these rules to the contrary:

1. Every ~~bill, resolution and memorial~~ **MEASURE** shall be referred to one or more standing committees, except death resolutions and Senate bills to be substituted on Third Reading pursuant to Rule 7 C.

2. Except as provided in paragraph 3, if three-fifths or more of the members of the House sign a petition to discharge all committees from further consideration of a ~~bill, resolution, memorial~~ **MEASURE** the measure shall be placed on an Active Calendar of the Committee of the Whole within one week unless the House adjourns sine die. If the measure is reported favorably by the Committee of the Whole it shall be brought for Third Reading.

3. If three-fifths or more of the members of the House sign a removal request, a ~~bill, resolution, memorial~~ **MEASURE** shall, irrespective of the measure's status, be removed from the possession of the Rules committee and shall be placed on an Active Calendar of the Committee of the Whole within one week unless the House adjourns sine die.

RULE 37

CODE OF CONDUCT

A. The House shall have a written code of conduct applicable to members. This code of conduct shall be adopted, and may be amended, upon vote of the majority of the members of the House.

B. The House shall have a written harassment prevention policy applicable to member behavior. This policy shall be adopted, and may be amended, upon vote of the majority of the members of the House.

RULE 38**PROCEDURE ON RECORDS RETENTION AND DESTRUCTION
SCHEDULE**

A. Definitions. In this rule the following definitions apply:

1. “Bill file” means a file containing materials relating to legislation as determined by the Chief Clerk.

2. “Custodian” means any legislator, legislative staff member, legislative intern, or legislative contractor who has primary custody and control over a record.

3. “Personnel records” means an employee’s official record and documentation of the employee’s employment.

4. “Record” means all books, papers, maps, photographs or other documentary materials, regardless of physical form or characteristics, including prints or copies of such items produced or reproduced on film or electronic media, made or received in pursuance of law or in connection with the transaction of public or legislative business and over which the custodian has custody and control and that is preserved or appropriate for preservation by the House as evidence of the organization, functions, policies, decisions, procedures, operations or other activities of the custodian, or because of the informational and historical value of data contained in the record.

5. “Reference value” means administrative, legal, fiscal, research, or historical value as reasonably determined by the custodian.

6. “State Library, Archives and Public Records (LAPR)” means the division of the Arizona Secretary of State that is the archives for Arizona state government, which is mandated by law to collect, preserve and make available to the public and all branches of government, permanent public records, historical manuscripts, photographs, and other materials that contribute to the understanding of Arizona history.

B. Authority. AZ. Const. Art. 4, part 2, § 8 authorizes the Legislature to determine its own rules of procedure which supersede any conflicting statutes.

C. General Provisions.

1. Permanent records. As set forth below, at the end of the retention period with the Legislature, the Chief Clerk or the Chief Clerk’s designee must transfer to LAPR all records kept by the Chief Clerk, regardless of format, that have a retention period designated as permanent, unless otherwise instructed by LAPR. The Chief Clerk shall work with LAPR’s established requirements for transfer.

2. Electronic records. At the end of the retention period set forth below, the Custodian shall destroy electronic items not designated as having a retention period of permanent.

3. Paper files, records, and documents. At the end of the retention period set forth below, the Chief Clerk may destroy files that are primarily in paper format and may destroy other records, regardless of format, not designated as having a retention period of permanent.

4. No duty to migrate to new technology. The Chief Clerk is not responsible for migrating to new technology any record that is recorded in a format, such as CD and DVD that must be read by a computer.

5. Destruction of non-permanent records. When a paper record is eligible for destruction, the

Custodian shall take proper precautions to destroy the entire file, record, or document by shredding, burning, or pulverizing it. Electronic records shall be deleted from all electronic repositories in which they reside, including servers and hard drives. The Custodian may keep a list, containing minimal information, capturing any destroyed items, so that the Custodian knows that it has been destroyed and has not been merely misplaced or never existed.

6. Effective date. The provisions of this Rule are applicable to files, records, and documents created before or after the adoption of this rule.

D. Interpretation and Enforcement. The maintenance, preservation and destruction of records will be governed solely and exclusively by the provisions of this Rule. Any questions or disputes concerning the application of this Rule to any specific record or subset of records will be resolved by the Speaker, whose determination will be final. The provisions of this Rule will be enforced solely and exclusively by the House in accordance with the Rules of the Arizona House of Representatives.

E. Retention and Disposition Schedule. The following records retention periods are finite and absolute. They are *not* minimum retention periods or guidelines. Records may be kept beyond their designated retention periods only if they are relevant to any (1) ongoing administrative or litigation proceeding in which the House or the Custodian is a party or the recipient of a third party subpoena or (2) pending or prospective administrative or litigation proceeding in which the House or the Custodian reasonably anticipates it may become a party, or if the custodian believes the record has continuing reference value.

1. A Custodian shall adhere to the following schedule of retention and destruction:

GENERAL SCHEDULE		
Record Category	Retention Period	Remarks
A. General		
Emails	90 Days	After sent or received.
Calendars	-	Destroy after reference value has been served.
Text messages and communications on online platforms	-	Destroy after reference value has been served.
B. Chief Clerk		
Public Record Requests and Responses	1 Year	
Committee minutes and reports	Permanent	Masters stored at LAPR after 2 years.
Bill files	Permanent	Masters stored at LAPR after 2 years.
C. Financial and Business Records		
Employee personnel files and records	5 Years	After end of employment
Expense accounting records	1 Year	After fiscal year created or received
Grant records	5 Years	After final expenditure report submitted or longer if specified by sponsoring agency
Intergovernmental Agreements	3 Years	After canceled, suspended or expired

Internal administration records	1 Year	After fiscal year prepared
Interview, selection, hiring, search and promotion files	2 Years	After position filled
Progress and activity reports	2 Years	After fiscal year prepared
Insurance policies	Permanent	
Other business and financial records	3 Years	After fiscal year prepared
D. Broadcast		
Video footage	Permanent	
E. Security		
Security Footage	90 Days	
Policies and procedures	Permanent	
F. Miscellaneous Records		
Litigation resolution (e.g., settlement agreements, releases of claims, etc.)	Permanent	
Any other record not specifically defined or enumerated in this rule	3 Years	

CSA Bills

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2018	counties; committed youth contributions; repeal				SPONSORS: LIVINGSTON, CANO			
					1st Read: 01/11		2nd Read: 01/17	
					APPROP 01/18 - DP 12-3-0-0-0-0			
					RULES None			
Comments: Summary: This bill would repeal the ADJC annual assessment of the committed youth confinement cost sharing fee to each county and the ADJC local cost sharing fund. Unexpended monies would be appropriated to ADOA to distribute proportionally using U.S. decennial census data.								
HB2052	counties; advertising contracts; term; notice				SPONSORS: DUNN			
					1st Read: 01/17		2nd Read: 01/18	
					GOV 01/25 - DP 9-0-0-0-0-0			
					RULES None			
Comments: Allows for electronic communication of the county's new advertising/printing contract, permits contracts in line with procurement standards, and appropriately assigns the responsibility within the county.								
<ul style="list-style-type: none"> ✓ This communication is currently the responsibility of the Clerk of the Board, while all similar responsibilities are with Procurement. ✓ Statute currently only allows for one-year contracts. The procurement standard is a one-year term with options for extension. 								
SB1077	jails; mental health; evaluations; treatment				SPONSORS: SHOPE			
	1st Read: 01/19		2nd Read: 01/23					
	HHS None 0-0-0-0-0-0							
	RULES None 0-0-0-0-0-0							
Comments: Amend A.R.S. § 36-501 (13) & (27) to clarify that exempt accredited jails may perform the functions of a mental health evaluation and treatment agency. Codify the ability for accredited county jails to provide individuals who are incarcerated with mental health treatment and administer medication for detainees under a court order.								
SB1211	county attorney; representation; duties				SPONSORS: BENNETT			
	1st Read: 01/26							
	GOV None 0-0-0-0-0-0							
	RULES None 0-0-0-0-0-0							
Comments: Modify the requirement for the county attorney to provide legal services for school district boards and community college boards permissive based on availability of staff and provided there is not a conflict of interest. County Attorney offices are generalists. Educational law is specialized, and schools frequently use experienced legal counsel from either the Trust or internal legal counsel. The County Attorney offices that provide these services must ensure that there is not a conflict of interest or acknowledge the conflict in writing.								

LPC 01.27.23

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2027	appropriation; unfunded liability; CORP				SPONSORS: LIVINGSTON			
					1st Read: 01/17		2nd Read: 01/18	
					WM None			
					APPROP None			
					RULES None			
Comments: 2023.01.27 LPC: There were few comments. The LPC voted to adopt the staff recommendation, which was to SUPPORT the bill as long as it ended up with a cost allocation process that conformed with Rep. Livingston's EORP payoff bill.								
Summary: As introduced, deposits \$429 million into the Administrative Office of the Courts (AOC) Corrections Officer Retirement Plan (CORP) account for probation officers. Staff understands that there will be a committee amendment to require repayment of a portion of that deposit by the counties.								
HB2028	PSPRS; contribution rates				SPONSORS: LIVINGSTON			
					1st Read: 01/26			
					WM None			
					RULES None			
Comments: 2023.01.27 LPC: Members asked if this bill would affect the solvency of the plan or if it would require the counties to reimburse overpayments. Staff stated that the answer to both of these questions was no. The LPC voted to adopt a position of NEUTRAL on this bill.								
2023.01.17 LPC: Staff presented this bill for information only.								
Summary: HB 2028 reduces the employee contribution rate for PSPRS members hired between 2012 and 2017 from a variable rate between 7.65% and 11.65%, to 7.65%. Currently the employee contribution rate is set between 7.65% and 11.65% based on the individual employer's contribution rate. Currently, employee contributions above 7.65% are separated from the assets of the plan for the purposes of calculating the employer's contribution rate, unless an employer's account reaches 100% funded. HB 2028 would remove that restriction, allowing for all previous employee contributions above 7.65% to be included in the assets of the plan for the purposes of calculating the employer's contribution rate.								
HB2144	open meetings; capacity; posting; violation				SPONSORS: DUNN, CARBONE			
					1st Read: 01/17		2nd Read: 01/18	
					GOV 01/25 - DPA			
					6-3-0-0-0			
					RULES None			
Comments: 2023.01.27 LPC: After staff summarized the bill, LPC members stated their wish that the sponsor work out the issue with the particular subdivision that caused the initial issue (instead of fixing it with broad legislation). Staff noted that the bill had recently been AMENDED to permit for the occurrence of fully-online events and remove the civil penalty liability for a public body's chair. Staff asked for additional time to continue to work on an amendment for the bill to address concerns.								
Summary: Requires a public body to "provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all people desiring to attend, when feasible. Further, requires agendas to note the time the public will have physical access to the meeting place. It also specifies that the head of the public body that violates the section would be liable for a civil penalty. The sponsor agreed to an amendment that will be heard in committee on January 25, 2023 which will remove the civil penalty and allow for remote meetings.								

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2213	TPT; exemption; utilities; residential customers				SPONSORS: GRIFFIN			
					1st Read: 01/18		2nd Read: 01/19	
					WM None			
					RULES None			
	Comments: 2023.01.27 LPC: The LPC voted to adopt a position of OPPOSITION.							
	Summary: Exempts the retail sale of natural gas, artificial gas, and electricity to residential customers from the state transaction privilege tax (TPT) base. JLBC estimates that this would reduce state general fund revenues by \$203 million and would reduced county shared TPT by \$19 million. There would be additional impacts to county excise taxes.							
HB2315	primary residence; property tax; exemption				SPONSORS: JONES, DIAZ, et al			
					1st Read: 01/18		2nd Read: 01/19	
					WM None			
					RULES None			
	Comments: 2023.01.27 LPC: The LPC voted to adopt a position of OPPOSITION to the legislation as drafted.							
	Summary: If approved by voters, exempts for property tax purposes a primary residence that is not subject to a mortgage, deed, trust or similar encumbrance. Property owners initially qualify for the exemption by filing an affidavit with the county assessor, and must only file a subsequent affidavit if the property is no longer used as the owner's primary residence or the title is conveyed to a new owner.							
HB2438	board of supervisors; powers; water				SPONSORS: GRIFFIN			
					1st Read: 01/19		2nd Read: 01/23	
					NREW 01/24 - DP			
					10-0-0-0-0-0			
					RULES None			
	Comments: 2023.01.27 LPC: The LPC had a lively discussion on this bill. One supervisor noted that the bill came out of a stakeholder group in his county, and stated that the counties should be able to help facilitate the recharge of aquifers as the state's water issues become more difficult. It was also stated that while counties do have this ability, it is only applicable in limited contexts (flood district operation). The LPC voted to SUPPORT the bill as currently drafted.							
	Summary: Specifies that the County Board of Supervisors have the authority to participate in water reuse and recycling programs and regional wastewater recharge projects and related infrastructure.							
HCR2017	property tax; exemption; primary residence				SPONSORS: JONES, DIAZ, et al			
					1st Read: 01/23		2nd Read: 01/24	
					WM None			
					RULES None			
	Comments: Summary: Also see HB 2315 - If approved by voters, exempts for property tax purposes a primary residence that is not subject to a mortgage, deed, trust or similar encumbrance. Property owners initially qualify for the exemption by filing an affidavit with the county assessor, and must only file a subsequent affidavit if the property is no longer used as the owner's primary residence or the title is conveyed to a new owner.							

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1012	inspections; sober living homes 1st Read: 01/17 COM 01/25 - DP 5-2-0-0-0-0 GOV None 0-0-0-0-0-0 RULES None 0-0-0-0-0-0 Comments: 2023.01.27 LPC: Several supervisors mentioned that the monitoring situation surrounding these sober living homes were "lax," with one supervisor attributing this to the disconnect between the regulation mechanism - currently, a statewide agency - and the very local nature of these issues. Staff noted that the League of Arizona Cities and Towns were in support of this legislation, as were many of the cities independently. Many members stated that there should be further local control, while one thought the substance of the bill should go further. The LPC voted to SUPPORT this legislation as currently drafted. Summary: The bill specifies that a city, town, or county (unincorporated areas) MAY conduct inspections at a sober living home to ensure compliance with county fire codes and zoning ordinances. The current language regarding a city, town, or county inspection is permissive, but it does require the Arizona Department of Health Services to provide the address of certified or licensed sober living homes to cities, towns, and counties to conduct inspections.				SPONSORS: KAVANAGH			
SB1061	public officials; home addresses; confidentiality 1st Read: 01/19 GOV None 0-0-0-0-0-0 RULES None 0-0-0-0-0-0 Comments: 2023.01.27 LPC: Supervisors were supportive of the concept of adding supervisors - and other elected officials - to the statutory list of individuals whose addresses may, on request, be redacted from recorded documents. Supervisors noted that in some recent cases, supervisors and mayors alike have been targeted and their houses picketed. Supervisors asked if this redaction would extend to campaign finance forms, and staff stated that they would look further into that issue. One supervisor mentioned that the rural nature of his community made it so that, regardless of any potential redaction, his constituents would know where he lived. The LPC voted to SUPPORT THE BILL AND SEEK AN AMENDMENT TO ADD INCLUDE SUPERVISORS AND OTHER ELECTED OFFICIALS. Summary: Adds public officials an "eligible person" whose personal information may be protected by not allowing the information to be made public over the internet, request the county recorder's office from releasing personally identifying information to the general public. It also allows for the eligible person and any other registered voter at the residence to request the general public from accessing voter registration or other identifying voter information. Defines public official as: public official" means a person who is duly elected or appointed to congress, the legislature or a statewide office.				SPONSORS: SHOPE			
SB1165	legislative vacancies; precinct committeemen; voting 1st Read: 01/24 ELEC None 0-0-0-0-0-0 RULES None 0-0-0-0-0-0 Comments: 2023.01.27 LPC: Supervisors stated that, among other things, they don't like being asked to rubber-stamp the choice of the State Party chair and that they valued their discerning role in the process. Supervisors also noted that, in some counties, precinct committeemen aren't even elected (and thus are not especially representative). The LPC voted to OPPOSE the bill as currently drafted. Summary: Specifies if a vacancy occurs in the Legislature and the vacant seat was represented by an organized political party that has at least 30 elected committeemen who are from precincts that are in the legislative district and that are in the county in which the vacancy occurred, those elected precinct committeemen are required to elect a qualified voter to fill the vacancy. The County Board of Supervisors would certify the election of the person. Currently, the precinct committeemen nominate three qualified voters for the county board of supervisors to appoint to the vacancy.				SPONSORS: KAISER, SHAMP			

RUNNING LIST - ALL LPC/BOARD BILLS REVIEWED

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2015	retirement plans; plan election; rehire				SPONSORS: LIVINGSTON 1st Read: 01/09 WM 01/25 - DP 10-0-0-0-0-0 RULES None			
							2nd Read: 01/10	
Comments: 2023.01.19 LPC/BOARD: Staff briefed the Board on this bill, noting that the presentation was for information. The Board made no motion on the bill at this meeting. Summary: Eligible Public Safety Personnel Retirement System (PSPRS) members who join the System after July 1, 2017 (Tier 3) may elect to participate in either PSPRS Defined Benefit (DB), the Defined Contribution (DC) or a Hybrid of the two. Additionally, participants in the PSPRS DC plans (which includes both Tier 3 PSPRS and CORP members) make an election regarding the member's DC contribution rate. Presently, a member's election is irrevocable and will remain for the entirety of the member's participation in the System. HB 2015 permits employees who are subsequently rehired after a bona fide separation (defined as 6 months or more) – or hired by a new employer – to make a new election within ninety days of their hiring.								
HB2016	food handler certificates; training; exemption				SPONSORS: COOK 1st Read: 01/11 RA 01/25 - DP 7-0-0-0-0-0 RULES None			
							2nd Read: 01/17	
Comments: 2023.01.19 LPC/BOARD: Staff briefed the Board on this bill for INFORMATION. The Board expressed a variety of opinions, with some stating that health inspector requirements had negatively impacted food serving operations in their communities and others recalling times that those same requirements had served them well. The Board made no motion on the bill for this meeting. Summary: Specifies a county may not require a person who volunteers at a school activity or function where food is being handled or service to obtain a food handler certificate or training program authorized under 11-269.12.								
HB2017	public officers; residency requirements				SPONSORS: DUNN 1st Read: 01/09 GOV 01/18 - DP 9-0-0-0-0-0 RULES None			
							2nd Read: 01/10	
Comments: 2023.01.13 LPC: Staff brought this to the LPC for information only, providing context around its origin. Specifically, staff stated that this was an AACo bill brought forward by the County Attorneys due to the staffing challenges of attracting highly-qualified workers (like attorneys) into rural areas. LPC members made comments about their unease in permitting crucial county officials to reside outside of the community they serve, and further mentioned concerns about how the county could be impacted by having employees in different jurisdictions (policies that vary by state, like workers' compensation, were mentioned). Summary: HB 2017 allows the deputy or assistant of an elected officer to reside outside of Arizona. For reference, A.R.S. § 38-101 defines an "officer" as "the incumbent of any office, member of any board or commission, or his deputy or assistant exercising the powers and duties of the officer, other than clerks or mere employees of the officer."								
HB2019	licensing; permitting; criteria; clarity				SPONSORS: GRANTHAM 1st Read: 01/11 2nd Read: 01/17			

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
					COM None			
					RULES None			
<p>Comments: 2023.01.19 LPC/BOARD: Staff brought this bill forward with a recommendation to OPPOSE, echoing concerns expressed in the prior LPC. Supervisors stated concerns that the all-encompassing "shot clock" timeline - thirty days - combined with the overbroad language, which may implicate zoning, would put counties in a no-win situation. The full Board of Directors voted to OPPOSE the legislation as currently drafted.</p> <p>2023.01.13 LPC: Staff brought this bill forward for INFORMATION, providing context on the bill's origin - specifically, that policymakers were seeking ways to increase housing supply - and further stating that county responses had indicated concern with overbroad definitions and timelines that could conflict with both statute and administrative procedure.</p> <p>Summary: HB 2019 specifies when licensing/permitting "any activity that changes the use, appearance, or density of a structure or land," requires counties to: clearly state the permit/license's criteria; approve/deny within 30 days of submission; and if no action, and the application is complete, automatically approved. Also specifies that in any court proceeding following a denial, requires the court to determine whether the criteria was/is clearly stated.</p>								
HB2028	PSPRS; contribution rates				SPONSORS: LIVINGSTON 1st Read: 01/26 WM None RULES None			
<p>Comments: 2023.01.27 LPC: Members asked if this bill would affect the solvency of the plan or if it would require the counties to reimburse overpayments. Staff stated that the answer to both of these questions was no. The LPC voted to adopt a position of NEUTRAL on this bill.</p> <p>2023.01.17 LPC: Staff presented this bill for information only.</p> <p>Summary: HB 2028 reduces the employee contribution rate for PSPRS members hired between 2012 and 2017 from a variable rate between 7.65% and 11.65%, to 7.65%. Currently the employee contribution rate is set between 7.65% and 11.65% based on the individual employer's contribution rate. Currently, employee contributions above 7.65% are separated from the assets of the plan for the purposes of calculating the employer's contribution rate, unless an employer's account reaches 100% funded. HB 2028 would remove that restriction, allowing for all previous employee contributions above 7.65% to be included in the assets of the plan for the purposes of calculating the employer's contribution rate.</p>								
HB2168	Good Samaritan; medical assistance				SPONSORS: NGUYEN, BENNETT 1st Read: 01/17 JUD None RULES None 2nd Read: 01/18			
<p>Comments: 2023.01.19 LPC/BOARD: Staff brought this legislation forward with a recommendation to SUPPORT, providing additional legislative context. A variety of Supervisors stated that this bill was crucial to ensuring that individuals in overdose situations are given help as quickly as possible, noting that individuals will sometimes leave an overdose victim to suffer for fear that they will be in legal trouble. The Board of Directors voted to SUPPORT the legislation as currently drafted.</p> <p>Summary: Extends for five years, to July 1, 2028, the repeal date for statute protecting a person who, in good faith, seeks medical assistance for someone experiencing a drug overdose from prosecution for the possession or use of a controlled substance or drug paraphernalia if the evidence for the violation was gained as a result of the person's seeking medical assistance. An emergency clause was added because the protections currently in place expire July 2023.</p>								

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2430	EORP; appropriations; repayment				SPONSORS: LIVINGSTON 1st Read: 01/18 WM None APPROP None RULES None			
Comments: 2023.01.19 LPC/BOARD: Staff briefed the Board on this bill, noting the potential savings that could come as a result of its implementation. Supervisors asked questions about the interest rate of the loan from the state to the counties, whether there was a chance that county funds could be coopted for other state priorities, and whether these payments would count against a county's expenditure limitation. After discussion, the Board moved to SUPPORT this legislation.								
Summary: The bill would deposit \$609 million into the Elected Officials Retirement Plan (EORP) to eliminate the outstanding unfunded liability. Non-state participating employers would repay the state for their portion of the unfunded liability in equal installments over 10 years. Reduces total cost of unfunded liability repayment from \$1.3 billion to \$609 million over 22 years. Estimates savings to counties approximately \$330 million.								
SB1004	court security officers; duties; jurisdiction				SPONSORS: KAVANAGH			
	1st Read: 01/10		2nd Read: 01/11					
	JUD None 0-0-0-0-0-0 RULES None 0-0-0-0-0-0							
Comments: 2023.01.19 LPC/BOARD: After having this bill presented for INFORMATION, several members of the Board discussed concerns duplicating a service that, as of now, is provided by municipal police and county sheriffs' deputies. The Board resolved to wait for additional information on the bill before taking a position.								
Summary: Expands the scope of a court security officer's jurisdiction, allowing for a security officer to respond to threats It would include additional locations where judicial branch employees are meeting, protection of the home of a judge. It would also allow for court security officers to respond to threats to a court participant, juror, witness, or victim. In talking with AOC this is arose out of someone getting attacked outside of the court building.								
SB1008	court fees; costs; deferral; waiver				SPONSORS: KAVANAGH			
	1st Read: 01/17		2nd Read: 01/18					
	APPROP None 0-0-0-0-0-0 JUD None 0-0-0-0-0-0 RULES None 0-0-0-0-0-0							
Comments: 2023.01.19 LPC/BOARD: This bill was briefed by staff for the purposes of INFORMATION only. Board members expressed concerns that the implementation of this bill could remove a financial penalty and potentially encourage further poor conduct (issues like speeding and blight were brought up as examples). The Board did not take a position on the bill at this meeting.								
Summary: Currently, a court can defer or waive court fees and costs if an applicant demonstrates that they make less than 150% of the Federal Poverty Level (FPL) or that expenses have reduced their income below that level. This bill would increase that threshold to 225% of the FPL, and further would permit a court to waive fees if the applicant establishes that they receive benefits from TANF, SNAP, AHCCCS, WIC, or SSI.								

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1020	open meetings; capacity; posting				SPONSORS: KAVANAGH			
	Comments: 2023.01.17: Staff presented this bill for information, noting its origin in the last session (where it did not include crucial language like "if feasible" and contained a civil penalty) and the discussions with the sponsor that resulted in today's - much different - bill.							
	Summary: SB 1020 requires a public body to "provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all persons desiring to attend, when feasible. Further, requires agendas to note the time the public will have physical access to the meeting place.							
SB1031	public employees; employment; termination				SPONSORS: KERN			
	1st Read: 01/10							
	2nd Read: 01/11							
	HHS None 0-0-0-0-0-0							
	RULES None 0-0-0-0-0-0							
	Comments: 2023.01.17 LPC: Staff brought this bill forward for information, noting that it could impact employees - like those in one county's animal control department, who must receive a rabies shot - and high-level executive positions that change when one elected official leaves and another ascends. LPC members commented that this was a solution in search of a problem. Staff resolved to reach out to the sponsor to gain additional clarity on his motivations.							
	Summary: SB 1031 prohibits a state agency or political subdivision from terminating an employee based on their vaccination status or political affiliation. Sets the penalty for violation at 10% of the state agency's or political subdivision's budget from the prior fiscal year.							

The LPC considered 9 bills and 1 resolution and took positions on 8 bills and the resolution please see the positions below:

1. [HB 2027 appropriation; unfunded liability; CORP](#) (Livingston) The LPC voted to **SUPPORT** the bill as long as it ended up with a cost allocation process that conformed with Rep. Livingston's EORP payoff bill. Priority given to the repayment of EORP debt.
2. [HB 2028 PSPRS; contribution rates](#) (Livingston) The LPC voted to adopt a position of **NEUTRAL** on this bill.
3. [HB 2213 TPT; exemption; utilities; residential customers](#) (Griffin) ([Fiscal Note](#)) The LPC voted to **OPPOSE** the bill.
4. [HB 2315 primary residence; property tax; exemption](#) & [HCR 2017 property tax; exemption; primary residence](#) (Jones) The LPC voted to **OPPOSE** the legislation.
5. [HB 2438 board of supervisors; powers; water](#) (Griffin) The LPC voted to **SUPPORT** the bill as currently drafted.
6. [SB1012 inspection sober living homes](#) (Kavanagh) The LPC voted to **SUPPORT** this legislation as currently drafted.
7. [SB 1061 public officials; home addresses; confidentiality](#) (Shope) The LPC voted to **SUPPORT** the bill and seek an amendment to add include supervisors and other elected officials.
8. [SB 1165 legislative vacancies; precinct committeemen; voting](#) (Kaiser) The LPC voted to **OPPOSE** the bill as currently drafted.



AGENDA ITEM

February 1, 2023 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:

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☐ [Check Register 01.17.23](#)

Housing Authority of Pinal County

Check Register

7

Pinal County Housing - PORT-INS

Bank Account: 7 01 1111.12 0 - VOUCHER

All Check Numbers

Check Dates from 1/17/2023

Check Number	Check Type	Check Amount	Status	Check Date	Vendor Name
00060284	ACH	\$785.00	Open	01/17/2023	THE TRANSITION GROUP, LLC
00060285	ACH	\$10,631.00	Open	01/17/2023	VILLAS DE SONORA HOUSING LP
00060286	ACH	\$700.00	Open	01/17/2023	JAVIER LOPEZ
00060287	ACH	\$1,650.00	Open	01/17/2023	RENTER'S WAREHOUSE
00060288	ACH	\$943.00	Open	01/17/2023	DARBY, KEEGAN

Total # of checks listed: 5

Total amount of all checks: \$14,709.00

Total Open: 5

Total Cleared: 0

Total Reconciled: 0

Total Void: 0



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: Economic Development

Dept. Name: Economic Development

Director: James Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of an amendment to the FY 22/23 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 266 (Misc Grants) to increase revenue and expenditure appropriations for the previously approved Gila River Indian Community Grant in the amount of \$10,000 for Economic Development and Tourism promotional materials. (James Smith/Himanshu Patel)

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
1/20/2023 4:03 PM	County Attorney	Yes
1/23/2023 8:40 AM	Budget Office	Yes
1/23/2023 3:53 PM	County Manager	Yes
1/24/2023 9:57 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Budget appropriation form-GRIC Grant](#)

**DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM**

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
22/23	Yes	10/12/2022	<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	Subsidiary	Current Budget	Adjustment Add/ (Subtract)
266		3030512		428600		\$0	\$10,000
213		3311003		457990		\$22,047,391	(\$10,000)
Insert rows above this line and copy New Revised Budget formula down							
Net Source Adjustment							\$0

Uses (Expenditures, Transfers Out, etc....)							
Fund		Cost Center	Sub Ledger	Object Code	Subsidiary	Current Budget	Adjustment Add/ (Subtract)
266		3030512		532103		\$0	\$10,000
213		3311003		599500		\$22,047,391	(\$10,000)
Insert rows above this line and copy New Revised Budget formula down							
Net Use Adjustment							\$0

Net Change	\$0
------------	-----

Prepared by:	Damon Borg for James Smith	Date:	
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Explanation:	Discussion/approval/disapproval of acceptance of a state shared revenue grant from the Gila River Indian Community of \$10,000 for Economic Development and Tourism promotional materials and authorization for the County Manager documents necessary for acceptance of the award. (Courtney Gulley/James Smith)
--------------	---

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

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Economic and Workforce Development

Director: James Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the following individual to the Pinal County Workforce Development Board:

- Appointment (Business Category) Eric Craft, Human Resources Director, The Procter and Gamble Company. 739 E. Arica Road, Coolidge, AZ 82131. The term of service will be February 1, 2023, through January 31, 2025. (Joel Millman/James Smith)

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

Appointment of Eric Craft of the Procter & Gamble Company to the Pinal County Workforce Development Board (Business Category). In November of 2022, Procter & Gamble announced plans to establish a \$500 million, two-million square foot manufacturing facility and create 500 jobs in Coolidge. On January 19, the company closed on the 430-acre site, and anticipates breaking ground in 2023. In discussions with the company their Human Resources Director, Eric Craft, indicated he had interest in and a willingness to serve on the County's workforce development board. On January 19, 2023, the Pinal County Workforce Development Board approved the recommendation of the appointment of Eric Craft, Human Resources Director of the Procter & Gamble Company (739 E. Arica Road, Coolidge, AZ 82131) to the Pinal County Workforce Development Board. The term of service will be February 1, 2023, through January 31, 2025.

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

MOTION:

Approve the appointment of Eric Craft of the Procter & Gamble Company to a two-year term of service from February 1, 2023, through January 31, 2025 on the Pinal County Workforce Development Board.

History

Time	Who	Approval
1/20/2023 4:03 PM	County Attorney	Yes
1/20/2023 4:19 PM	County Manager	Yes

ATTACHMENTS:[Click to download](#)



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 10

Dept. #: 1030

Dept. Name: Community Development

Director: Brent Billingsley

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Special Event Permit SEP-018-22: Mountain Bike America LLC, dba Epic Rides, 24 Hours In The Old Pueblo event to be held at Willow Springs Ranch from February 17, 2023, through February 19, 2023. Supervisor District #4. (Susan Baker/Brent Billingsley)

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

N/A

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

N/A

MOTION:

Approved as submitted

History	Who	Approval
Time		
1/18/2023 3:49 PM	County Attorney	Yes
1/19/2023 10:29 AM	County Manager	Yes
1/20/2023 12:11 PM	Clerk of the Board	Yes

ATTACHMENTS:

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- ☐ [Application Packet](#)
- ☐ [Large Special Event Presentation](#)

SEP# 018.22

LARGE SPECIAL EVENT APPLICATION

A Large Special Event means an event expected to draw more than 1000 people or exceeds 4 days in duration. A Special Events Emergency Contingency Plan (SEECP) will be required for events exceeding 500 patrons.

Note: This application must be submitted to the Special Event Coordinator at least 120 days (4 months) prior to event date. Special Event Permit fees are due at submittal.

Section 1: Applicant Information

Event Title The 24 Hours in the Old Pueblo p/b Tucson Medical Center

Special Event Owner/Sponsor ("Owner"): Mountain Bike America LLC; dba Epic Rides

(This will be the name listed on the insurance.)

Address: 534 N. Stone Ave City: Tucson St: AZ Zip: 85705

Email address: tsadow@epicrides.com

*Telephone: (520) 623-1584 Cell: (520) 991-8633

Web Address: www.epicrides.com/events/24-hours-in-the-old-pueblo

Contact Person (Coordinator): Todd Sadow (President, Epic Rides)

Section 2: Property Information

Event Location Name: Tipperary Road, West of Willow Spring Road

Property Owner Arizona State Lands

Address: 1616 W. Adams Street City: Phoenix St: AZ Zip: 85007

Phone Number (602) 542-4621 Email kwilliams@azlands.gov

Parcel Number (s): (T8S, R13E) & (T8S, R14E)

Current Property Use: State Trust Land leased to Willow Springs Ranch

Section 3: General Event Information

Purpose and Description: Fundraising Mountain Bike Event

Event Category (check ALL that apply):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Bicycle/Foot Race | <input type="checkbox"/> Dance | <input type="checkbox"/> Parade |
| <input type="checkbox"/> Fireworks | <input type="checkbox"/> Festival/Celebration | <input type="checkbox"/> Motorized vehicle race |
| <input type="checkbox"/> Carnival/Amusement Rides | <input type="checkbox"/> Wine tasting/food | <input type="checkbox"/> Tent Revival |
| <input type="checkbox"/> Circus | <input type="checkbox"/> Inflatable/Jumpers | <input type="checkbox"/> Art Show |
| <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Market/Sales | <input type="checkbox"/> Other: _____ |

Please attach a site plan(s) showing all pertinent event features such as parking areas, tents, structures, vendor locations, location of portable restrooms and showers, carnival rides, camping areas, security staging, medical stations, helipads, ingress and egress routes, major adjacent streets or highways, railroads or washes, band or recreational centers, seating areas, and fireworks shows. Be as complete and detailed as possible as this will explain the layout of your event to many departments.

Event Start Date: 2/17/23 Event End Date: 2/19/23
 Event Hours of Operation: 2/17 (6a - 11:59p), 2/18 (12a - 11:59p), 2/19 (12a - 11:59p)
 Setup Date: 2/13/23 - 2/16/23 Time: 8:00 am Dismantle Date: 2/20/23 Time: 12:00 pm

☒ **Anticipated Attendance:** Per Hour (peak) n/a Per Day total: 2000

Is there entertainment associated with your event? Yes ☒ No ☐

☒ If yes, please indicate the types of entertainment

(Check all that apply):

☒ Live Music

☒ Disc Jockey (DJ)

☐ Children's Activities

☐ Theatrical Performance

☐ Dancing

☒ Other: Industry Expo

Will there be ADA accessible parking and pedestrian aisles throughout your event? The aisle should include accessibility to food areas, restrooms, and parking lots? Yes ☒ No ☐

Will you be constructing any temporary structures for your event such as stages, towers, bleachers or platforms?

Yes ☐ No ☒

Will you have any tents? Yes ☒ No ☐ what sizes and how many of each? (1) 80x40ft, (2) 20x10ft, (6) 10x10ft

Does your event require electricity? Yes ☒ No ☐

What type of electrical will be supplied?

☐ Metered ☒ Generators (how many? (2)) ☒ Extension cords ☒ Spider box

Section 4: Public Works-Street or Right-of-Way Information

Does your event utilize any State, County or City rights of way, causing any detours or closures? Yes ☐ No ☒
 (You may be required to obtain a Rights-of-Way permit from each jurisdiction.)

If yes, please **ATTACH** a traffic control plan, which indicates all streets you are requesting to use and/or close. Date(s) of use: _____

Does your event utilize a state highway for access or as part of the event? Yes ☐ No ☒

If yes, a copy of the Arizona Department of Transportation (ADOT) permit must be included with this application.

At the discretion of the Public Works Department, applicant may be required to provide the following:

- Site map/route map of event including date and time of event.
- Traffic control plan in concurrence with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Include the name and number of the person responsible for the set up and maintenance of traffic control.
- Proof of insurance.
- Contact information for event emergency contact.

Section 5: Air Quality Information

Will your event utilize any dirt or graveled roadways, entrances, or parking areas (including overflow)?

Yes ☒ No ☐ If "yes", complete the Air Quality Special Event Checklist available at:

<http://www.pinalcountyz.gov/AirQuality/Documents/Dust/Special%20event%20application.pdf>

Call 520-866-6929 for more information.

Section 6: Alcoholic Beverage Information

Will participants be allowed to bring alcoholic beverages to your events? Yes ☒ No ☐

Does your event utilize on site **SALE** of alcoholic beverages? Yes ☒ No ☐

If yes to either of the above questions, please select all that apply: ☒ Liquor/Spirits ☒ Beer ☒ Wine

Have **State** permits for selling alcohol been applied for? Yes ☒ No ☐

Information regarding a liquor license can be found at <http://www.azliquor.gov/licensing/>.

Has permission been granted by property owner to allow sales of alcohol on site? Yes ☒ No ☐

Section 7: Environmental—Food

Will your event have any food booths where food is being prepared/cooked? Yes ☒ No ☐

If yes, how many food booths? (5)

Which of the following services will be supplied to or utilized by the food vendors?

☒ Water ☒ Electricity ☐ Grease disposal ☒ Garbage disposal ☒ Appropriate Fire Extinguishers
☒ Propane

You will be required to submit to Pinal County Environmental Health **at least 2 weeks prior to the event** temporary food booth permits for each food vendor. NOTE: If you are using any food vendors from outside Pinal County, they will be required to obtain temporary food vendor permits also. <http://pinalcountyz.gov/EnvironmentalHealth/Pages/Documents.aspx>

Section 8: Aquifer Protection-Sanitation

Will there be portable showers at this event? Yes ☒ No ☐ Will there be portable restrooms on site? Yes ☒ No ☐

If yes, # of showers: ^{(6) shower units} Fully contained? Yes ☐ No ☐ Grey water removal? Yes ☒ No ☐

Will permanent structure restrooms be utilized for this event? Yes ☐ No ☒

If yes, please provide the number of fixtures: Toilets _____ Urinals _____ Sinks _____

Will restrooms be provided in adjacent building (s)? Yes ☐ No ☒

Total number of: portable restroom units: (65) ADA portable restroom units (2) Portable Restroom Unit Provider: Stamback Septic

Total number of trash cans: (12) Dumpsters (5)

Please ATTACH an agreement between your organization and portable restroom provider that includes the number of restrooms to be provided. Please note that for events held in parks, portable restrooms must be removed in a timely manner after the event.

Section 9: Fireworks, Open Fire and Camping Information

Does your event include the use of fireworks (i.e. fireworks, rockets, lasers, or other pyrotechnics)? Yes ☐ No ☒

If yes, you will be required to obtain a fireworks permit from Pinal County Board of Supervisors prior to all fireworks exhibitions. Please describe pyrotechnics use: _____

Will your event have overnight camping? Yes ☒ No ☐ Number of campsites: (285)

Will your event include any open fires (i.e. campfires, bonfires, etc)? Yes ☒ No ☐

Note: Bonfires require a government agency sponsor; campfires must be less than 3 feet in diameter and 2 feet in height. Please describe types of fires that are planned:

All fires will be above ground, less than 3ft in diameter and no greater than 2ft in height. This regulation is communicated on event website, in the final email to all participants, event publications, pre-event brief, and registration confirmations. In addition, the area is spot-checked.

***If your event will have fireworks and/or open fires you will be required to have on-site fire protection services from a fire department. Please provide a signed copy of the fire protection services contract with this application.

Section 10: Security and Medical Plan

Have you contacted Pinal County Sheriff's Office (PCSO) regarding the requirements for obtaining Deputies or private security staff to provide security for your event? Yes ☒ No ☐

Do you have a contract in place for their services? Yes ☒ No ☐

Please include a copy of all contracts with this application. Note: PCSO may require you to sign a contract for their services.

Number of PCSO personnel: (2) Number of private security personnel: n/a

Has the sponsor contracted with a medical provider, such as an ambulance provider, a fire department or a private medical provider, for medical support for your event? Yes ☒ No ☐

***If yes, please provide a copy of all contracts from the medical providers. The contracts must include 24 hour emergency contact information for on-site medical supervisors; number, size and operation hours of the medical stations; number of ambulances; number of personnel and work schedule; type of medical equipment and supplies utilized by medical personnel for the event.

Emergency contact for medical service provider DURING event: Name American Medical Response (AMR) Number (520) 833-7410

Please indicate the following:

Total number of medical personnel for the event: (15) AMR & SARA Number of Paramedics: (1) AMR

Number of EMTs: (2) AMR Number of ambulances: (1) AMR Number of helipads: (4) GPS coordinates of helipads: See map

Number of medical stations: (1) AMR & SARA Medical station shall provide basic necessities such as water, a place to lie down, a tent for protection, heating and/or cooling, etc.

Mobile Medical Teams (a medical team = 1 Paramedic and 1 EMT)

Number of foot teams: (1*) Number of cart teams: Number of bike teams: (0)

Please note that Emergency Management and Public Health will work with you to create an efficient medical and emergency plan for your event.

Section 11: Insurance Requirements

The Pinal County Risk Manager will determine insurance requirements for a special event following receipt of a special event permit application. Insurance requirements apply to event vendors, amusement ride companies and fireworks producers and well as owners/sponsors. Requirements will depend on hazards associated with the specific event.

Required insurance shall be provided by companies licensed in the State of Arizona with a current AM Best, Inc. rating of A VII or better. **Pinal County shall be named additional insured on all insurance policies except workers’ compensation. Coverage’s shall be primary and non-contributory with respect to any other insurance available to Pinal County and shall include a waiver of rights of recovery or subrogation against the County, its officials and employees for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, the Event. Original copies of certificates of insurance and additional insured endorsements must be received by Risk Management at least two weeks prior to the event.**

Minimum insurance requirements for any event requiring a special permit are listed below. Insurance requirements of Pinal County do not limit the indemnity provisions of this agreement. Pinal County does not represent that the required insurance is adequate to protect the interests of an event owner/sponsor, producer, vendor or any other person or entity.

Minimum Insurance Requirements

Commercial general liability (occurrence form) including contractual liability:

Small Event:	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Large Event:	\$3,000,000 per occurrence
Very Large Event:	\$5,000,000 per occurrence

Other liability insurance if applicable:

Liquor Liability	
Small Event:	\$1,000,000 per occurrence
Large Event:	\$3,000,000 per occurrence
Very Large Event:	\$5,000,000 per occurrence
Fireworks Production:	\$3,000,000 per occurrence
Carnival/Amusement Rides:	\$3,000,000 per occurrence

Automobile liability covering any automobiles or trucks used for the event: \$1,000,000 per occurrence

Workers’ Compensation Insurance: Statutory limits and including Employer’s Liability insurance of \$1,000,000 each accident, \$1,000,000 each disease and \$1,000,000 disease.

INDEMNIFICATION:

In consideration of the approval of a special event permit by Pinal County, the Special Event Owner/Sponsor (“Owner”) shall indemnify, defend, save and hold harmless Pinal County, its officials, agents, employees and volunteers (“County”) without limitation 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 caused, or alleged to have been caused, in whole or in part, by the acts or omissions of Sponsor or any of its owners, directors, employees, agents, contractors or volunteers. It is agreed that Sponsor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Owner agrees to waive all rights of subrogation against County for losses arising from the Special Event.

Section 12: Signature

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Pinal County Special Event Ordinance, and I understand that this application is made subject to the rules and regulations established by Pinal County. I agree to comply with all other requirements of the County, State and Federal Government and any other applicable entity that may pertain to the use of the Event venue and the conduct of the Event

Special Event Owner/Sponsor ("Owner"): Mountain Bike America LLC; dba Epic Rides

Todd Sadow

(Print) Signature:

DocuSigned by:

Todd Sadow

Date: 11/3/2022

2FDAA53C55A44BF...

Pinal County Special Event Coordinator: Susan Baker Date: 1-18-23

Chairman

Pinal County Board of Supervisors

ATTEST:

Clerk of the Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2022

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

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

PRODUCER HCM Event Insurance Services, Inc. 1407 Foothill Blvd #228 La Verne CA 91750		CONTACT NAME: Ed Moore PHONE (A/C, No, Ext): (866) 866-7090 FAX (A/C, No): (866) 496-5968 E-MAIL ADDRESS: ed@hcmeventinsurance.com	
INSURED Mountain Bike America LLC dba; Epic Rides 534 Stone Ave Tucson AZ 85705		INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company INSURER B: Sirius Point America Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		OVE-0000273-00	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		OVE-0000273-00	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA UAB EXCESS UAB DEF RETENTIONS OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical		PHSA BAM 10080-22	02/15/2023	02/15/2024	Each Person deductible \$25,000 \$1,000

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

24 Hours in the Old Pueblo Mountain Bike Event February 17 - 19, 2023.
 Certificate holder is added as additional insured
 Participant liability requires that each participant signs a waiver and release.

CERTIFICATE HOLDER

CANCELLATION

Pinal County PO Box 2088 31 N. Pinal St Florence AZ 85132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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INSURANCE SERVICES, INC.

License No. 0G80261

November 17, 2022

Mountain Bike America LLC, dba Epic Rides

Event: 24 Hours in the Old Pueblo

Policy Term: February 17 – 19, 2023

Policy Limit:

<u>LIABILITY</u>	State National Insurance Company
\$5,000,000	Policy Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$2,000,000	Combined Single Limit Per Occurrence
\$1,000,000	Participant Liability
\$1,000,000	Personal & Advertising Liability
\$1,000,000	Hired/Non-Owned Auto Liability
\$ 300,000	Fire Legal Liability
\$ 100,000	Sexual Abuse/Molestation
\$ 5,000	Spectator Medical

<u>MEDICAL</u>	Underwritten by Sirius Point America Insurance Company
\$ 25,000	Each Person Excess Accident Medical
\$ 1000	Deductible

Premium: \$ 8,786.00 Minimum and deposit. 100% minimum earned premium. No Flat Cancellations

Main Exclusions: Owned Automobile Liability. Automobile Physical Damage. Amusement Rides and Devices. All Security Operations. Punitive and Exemplary Damages. Collapse of Temporary Structures. Total Fireworks and Pyrotechnics. Stunt Activity. Assault and Battery. Injury to Performers/Crew. Liquor Legal Liability. Employment Related Practices. Professional liability, Rap/Hip-Hop/Heavy Metal/Hard rock. Property Damage to Animals, Vendors. Unmanned Aircraft

Options: We also offer Liquor Liability, Bad Weather, Event Cancellation, Prize Indemnification available.

Sincerely;

Ed Moore

1407 Foothill Blvd. #228, La Verne, CA 91750
• 866.866.7090 • ed@hcmeventinsurance.com •


Pinal County Air Quality Control District
 PO Box 987, Florence, AZ 85132
www.pinalcountyz.gov
 (520) 866-6929
 (520) 866-6967 Fax



P I N A L • C O U N T Y
 wide open opportunity

Air Quality Special Event Checklist

This constitutes a checklist of issues that pertain to the duty to take reasonable precautions to prevent fugitive dust, required by District Rules §4-2-020 thru 4-2-050. While this review may assist, actual compliance with those "reasonable precaution" obligations can only be assessed by observation during the event. Additional measures may be requested and enforcement action may result if actual measures taken do not measure up to the "reasonable precaution" standard.

Todd Sadow Applicant's Name (Please type or print)		
23rd Annual 24 Hours in the Old Pueblo p/b TMC Name of the Event (Please type or print)	Mountain Bike America LLC; dba Epic Rides Company Name (Please print)	
Todd Sadow On site contact name (this person must be available on site during the event)		
Parcel # for Event Location		
(520) 991-8633 On site contact cell phone number	T8S Book	R13E, R14E Map
E. Willow Springs Drive Address of event	Pinal County City	85232 Zip Code
 Applicant's Signature		11/2/22 Date

DESCRIPTION OF EVENT

1. Please provide the dates of your event:

2/17/2023	2/18/2023	2/19/2023				
-----------	-----------	-----------	--	--	--	--

2. Please provide the time of day for each event:

6a - 11:59p	12a - 11:59p	12a - 11:59p				
-------------	--------------	--------------	--	--	--	--

3. How many people are expected to attend? 2000

4. How large of an area will be utilized for the event? Approximately 125 acres (Square footage or acreage)

5. How large of an area will be utilized for parking? Approximately 125 acres (Square footage or acreage)

6. What type of surface is the parking area? ☐ Paved ☒ Dirt ☐ Other

7. What type of surface are the roads leading to the event? ☐ Paved ☒ Dirt ☐ Other

8. What length of **dirt** road will be utilized by people attending the event? 11mi leading to the venue & 1/2 mile within venue (miles)

9. Will bonfires or campfires be allowed? ☒ Yes ☐ No

• **Bonfires** require a governmental agency sponsor.

• **Campfires** must be less than 3 feet in diameter and 2 feet in height.

CONTROL MEASURES & WORK PRACTICES

1. Will water trucks be used? ☒ Yes ☐ No

2. Where will these water trucks be used? 1.6 mile stretch leading to venue & 1 mi off of SR 77 on 2/18, 2/19, 2/20

• Length (miles) of road to be watered: 2.6 miles

• Square footage or acreage of parking area to be watered: 0

• Amount of other areas to be watered: 0

3. List the size of each water truck to be used. (Gallons)

1 3600 2 3 4 5 6

4. List the schedule for each water truck. (Time of day or attach a schedule)

1 Fri. (AM), Sat. (AM), Sun (AM) 2 3 4 5 6

5. How will the water trucks be filled? (Example: On site well, fire hydrant, Central Arizona Project water)
Lago del Oro Water Co. or other water provider (Construction Company Site)

6. Have the appropriate permits/permissions been obtained for the water usage? ☒ Yes ☐ No

7. Will dust palliatives or soil stabilizers be used? ☐ Yes ☒ No If yes, list type/trade name:

8. How large of an area will soil stabilizers be applied to?

n/a

(Miles, square footage, acreage, or attach a map)

Describe location

9. Describe any additional control measures. (Example: Plant grass in parking areas)

Exchange Tent flooring is covered in carpet

10. How large of an area will these additional control measures be applied to?

3200 sq ft

(Miles, square footage, acreage, or attach a map)

40x80 Festival Tent inside the Venue

Describe location

PINAL COUNTY AIR QUALITY USE ONLY

☒ The control measures listed appear to be sufficient, although additional control measures may be requested during the event.

☐ The control measures listed do **not** appear sufficient. The additional control measures listed below will be required.

Reviewer's Signature

Date



We Go the Distance!
PO Box 1144 Willcox, Az 85644

Phone (520) 384-4803

Fax 520-384-6002

Epic Rides
534 N Stone Ave
Tucson, AZ 85705

Estimate / Contract

Date	Quote #
10/25/2022	17488

Project

P.O. No.	Terms
	Net 15

www.stambackseptic.com

stambackseptic@gmail.com

Description	Qty	Total
Special Event Rental of Portable Unit - 85 standard, 2 ada, 5 hand wash	92	920.00T
Portable Restroom Special Event Service once a day for 3 days, plus	368	11,040.00
removal service @ \$30.00 per service		
Handwash Station Rental and service (Donation @ 650.00)	5	0.00
Trash & Recycle Roll-offs - 6 - 30 yard units (this price includes deliveries	6	4,800.00
and pick ups)		
Trash & Waste Roll-offs for Fire ash - 1 @ 20 yard	1	800.00
3% tax added for using a credit card if paid over the phone only		
Extra Supplies will be left on site for restrooms facilities as part of donation		
as well.		
Deliver units February 14th service all units 17th, 18th and 19th and		
remove units 20th 2023		
Sales Tax-Pers Prop Rental-PMA		56.12
We look forward to your business!	Total	\$17,616.12

*I accept the summary of works provided in this estimate for the final sum indicated.

*This estimate is valid for 30 days

*75% is due before the work begins and the final balance is due upon completion.

*Once both parties sign this estimate, this becomes a binding contract.

Stamback Septic will not be responsible for any lines outside of a blue stake marking that are hit.

Customer Signature _____

Date _____

Print Name _____

Stamback Septic Signature _____

Joe Schmuker

Date _____

STATE LAND DEPARTMENT STATE OF ARIZONA

SPECIAL LAND USE PERMIT

Permit No. 23-112388-26

THIS SPECIAL LAND USE PERMIT ("Permit") is entered into by and between the State of Arizona, Arizona State Land Department ("Permitter"), through the State Land Commissioner ("Commissioner") and

MOUNTAIN BIKE AMERICA, LLC

("Permittee"). In consideration of the payment of a fee and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

ARTICLE 1 SUBJECT LAND

1.1 Permitter grants to Permittee a non-exclusive permit for special use on the State Land described in Appendix A attached hereto ("the Subject Land").

1.2 Permittee makes use of the Subject Land "as is" and Permitter makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2 TERM

2.1 The term of this Permit commences on January 1, 2021 ("Commencement Date") and expires on December 31, 2025 ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law. This Permit expires on the date indicated and carries no holdover rights.

2.2 The Permittee will not assign the Subject Land herein described in this Permit without the written consent of the State Land Commissioner, first obtained, and will, upon the expiration of the Permit surrender peaceable possession of said land.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 30 December 2020
RUN TIME: 10:20 AM
PAGE: 1

KE-LEASE# 023-112388-26-100 APPTYPE: RENEWAL
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
08.0-S-13.0-E-26-11-031-8006	M&B THRU E2E2E2SE ON EXISTING TRAILS	0.00	0.100
08.0-S-13.0-E-36-11-030-8005	M&B THRU W2W2W2 S2S2 ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-21-11-031-8004	M&B THRU SW SWSE ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-27-11-031-8005	M&B THRU W2 ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-28-11-031-8006	M&B THRU E2 ON EXISTING TRAIL (0.10AC)	0.00	0.100
08.0-S-14.0-E-29-11-031-8008	M&B THRU E2 ON EXISTING TRAILS (0.10AC) SESENE SE FOR STAGING & CAMPING AREA (31.00AC)	0.00	31.100
08.0-S-14.0-E-30-11-031-8007	M&B THRU LOT 4 S2SESW ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-31-11-031-8008	M&B THRU LOT 4 NE NENW S2SESW S2S2SE ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-32-11-030-8011	M&B THRU W2W2NE S2NW S2 ON EXISTING TRAIL (0.10 AC)	0.00	0.100
08.0-S-14.0-E-33-11-031-8009	M&B THRU W2 SE ON EXISTING TRAILS	0.00	0.100
08.0-S-14.0-E-34-11-031-8001	M&B THRU W2NW ON EXISTING TRAILS	0.00	0.100
	TOTALS	0.00	32.100

IN WITNESS HEREOF, the parties hereto have signed this Permit effective the day and year set forth below.

STATE OF ARIZONA, PERMITTOR
Arizona State Land Commissioner

By: DeWainey 3/15/21
Date



MOUNTAIN BIKE AMERICA, LLC
PERMITTEE

[Signature] 2/28/21
Authorized Signature Date

David Castro Event Director
Printed Name Title

534 N. Stone Ave
Address

Tucson AZ 85705
City State Zip



24 Hours in the Old Pueblo p/b Tucson Medical Center

Presented by  Tucson Medical Center

SECURITY PLAN

EVENT BACKGROUND:

The 24 Hours in the Old Pueblo p/b Tucson Medical Center is an endurance mountain bike event running in its twenty-second year on February 19-20, 2022. The event attracts mountain bike enthusiasts from across the country with a few international participants to experience one of the largest 24 Hour events in the world. The 24 Hours in the Old Pueblo is capped at 2,000 participants comprising mostly 2-10 person teams, traversing a purposefully designed course in the Sonoran Desert. A "town" blooms out of the hillside consisting of tent/RV campers, industry expo, food & beverage vendors, spectators and friends of the event.

EVENT FIRST RESPONDERS:

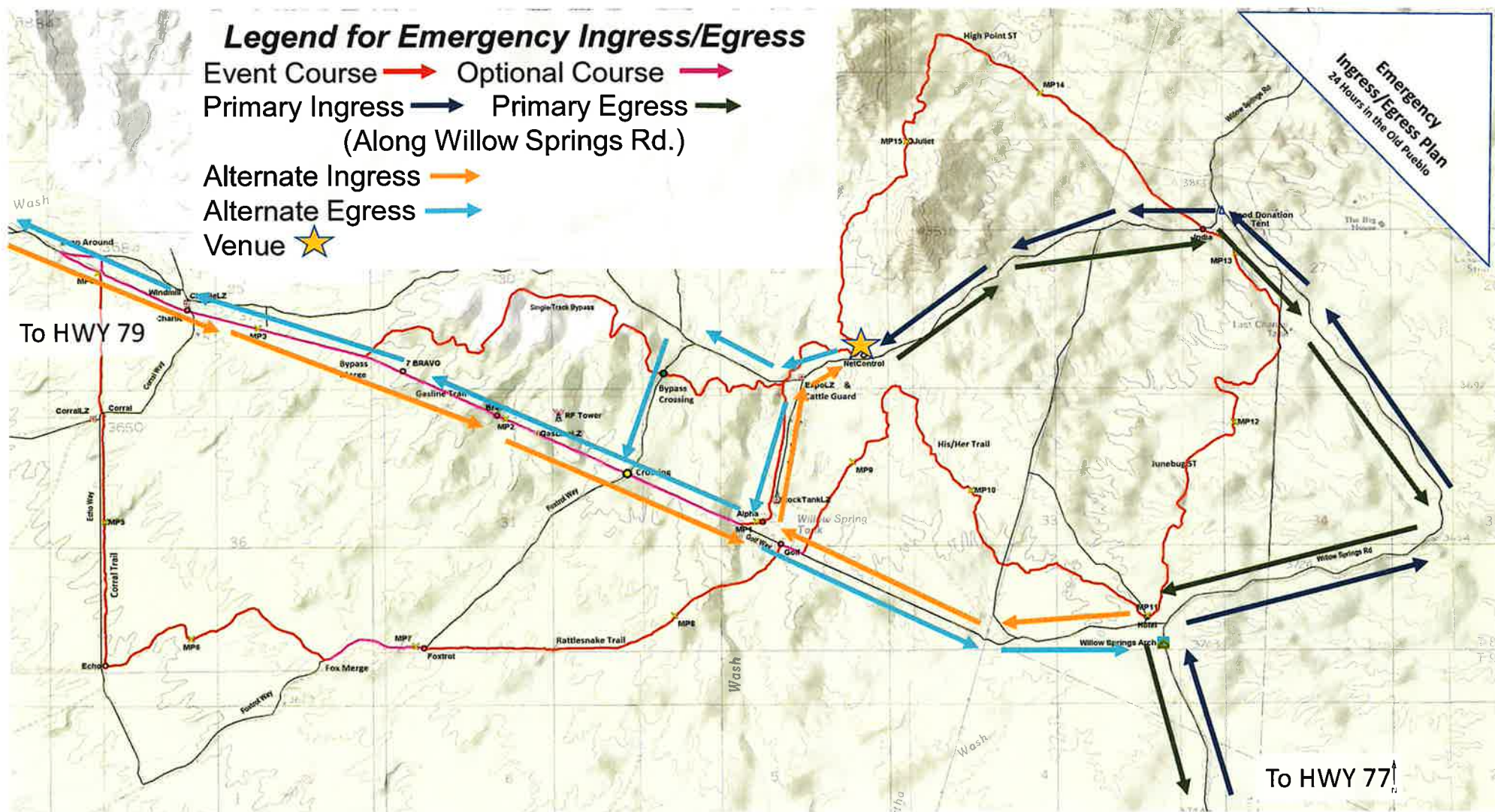
Organization	Role	Location	POC
Southern Arizona Search and Rescue Association	Medical, Search and Rescue Support	24 Hour Town Medical	Cathy Wasmann
Pima County Office of Emergency Management Mobile Comm Unit	Provide Communication Architecture and Emerg. Mgmt Service	24 Hour Town Medical	Jim Fisher
American Medical Response	Medical ALS Capability	24 Hour Town Medical	Kelly Rentschler
Pinal County Sheriff's via Off Duty Management	Security & Safety	Entry Point and Roaming 24 Hour Town	TBD

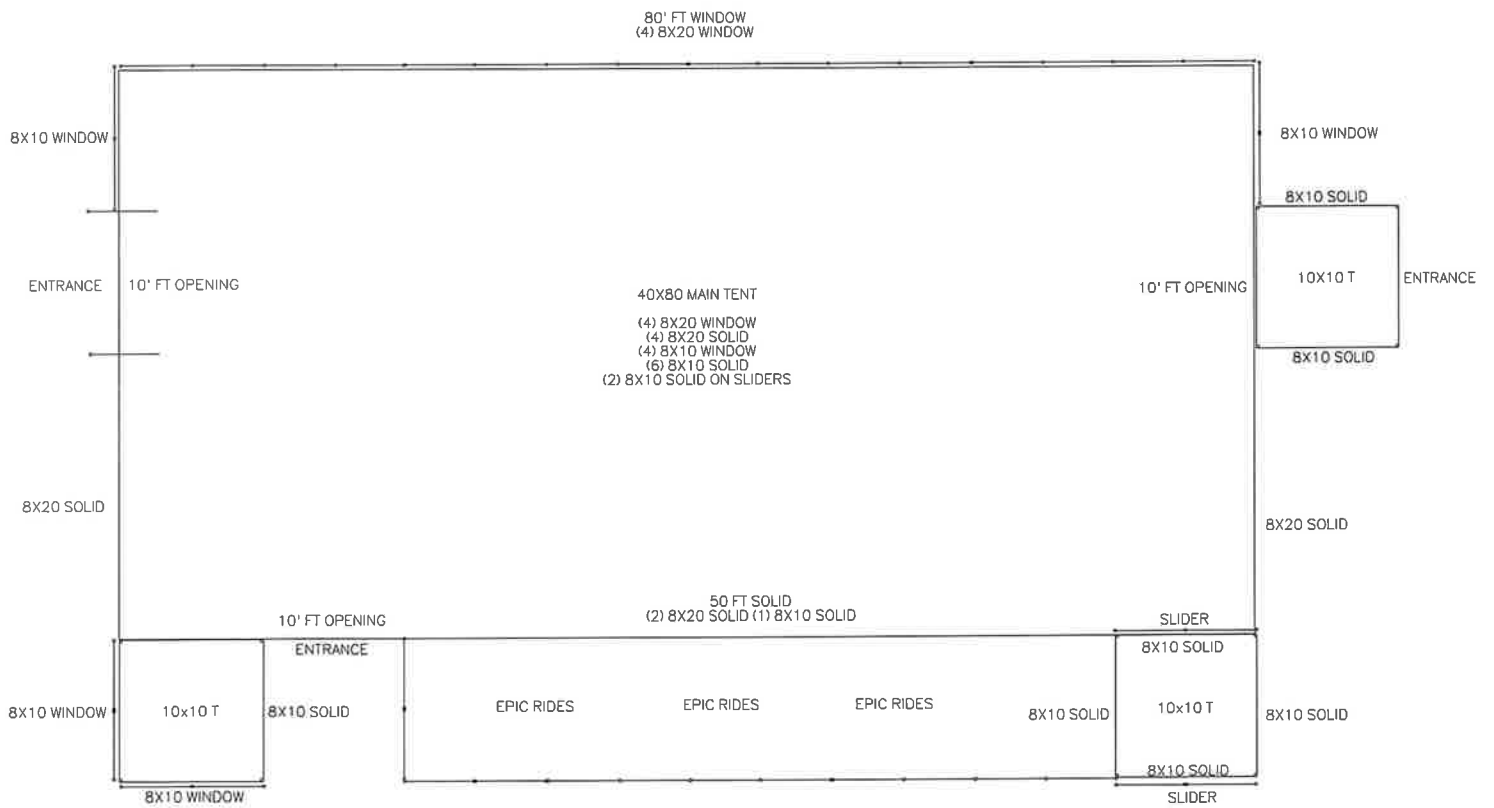
EVENT SITUATIONS:

While the event traditionally experiences very limited and non-serious incidents requiring intervention from law enforcement, we must still be aware and prepared for certain situations. The continued presence of Pinal County Sheriff's Office personnel demonstrates the event's commitment to a safe environment. PCSO personnel should be ready to respond to non-medical and non-emergency type incidents.

NOTIFICATION PROCEDURES

Upon arrival the Pinal County Sheriff's Office personnel will receive a briefing from the Event Manager. The briefing will consist of at least the following elements: a general course and venue layout, key locations of first-responders, locations of beer garden(s), traffic ingress and egress layout, and suggested locations to focus security presence. In the event of a non-medical emergency, the event manager and supporting personnel will contact the PCSO personnel via event radio with details. In addition, if radio communication fails, the event manager will call via contact information. The event manager and supporting personnel will be briefed to give pertinent and concise information: Activity, Location, Time. For any medical emergencies, the concerned party will facilitate communication with the event medical tent to coordinate the proper medical response.







SEP-018-22

2/17/23

Community Development Department

SEP-018-22



2023 The 24 Hours In The Old Pueblo p/b Tuscon Medical Center

Celebrating 23 years of riding single track in the Sonoran Desert, the 24 Hours in the Old Pueblo presented by Tucson Medical Center is one of the largest 24 Hour events in the world. Ride the event the mountain bike community has been raving about for years!

- ▣ Location: At East Willow Springs Road
- ▣ Anticipating: 2000 people each day
- ▣ Scheduled: February 17, 2023 through February 19, 2023, 2023
- ▣ Applicant: Todd Sadow , Mountain Bike American LLC, dba Epic Rides

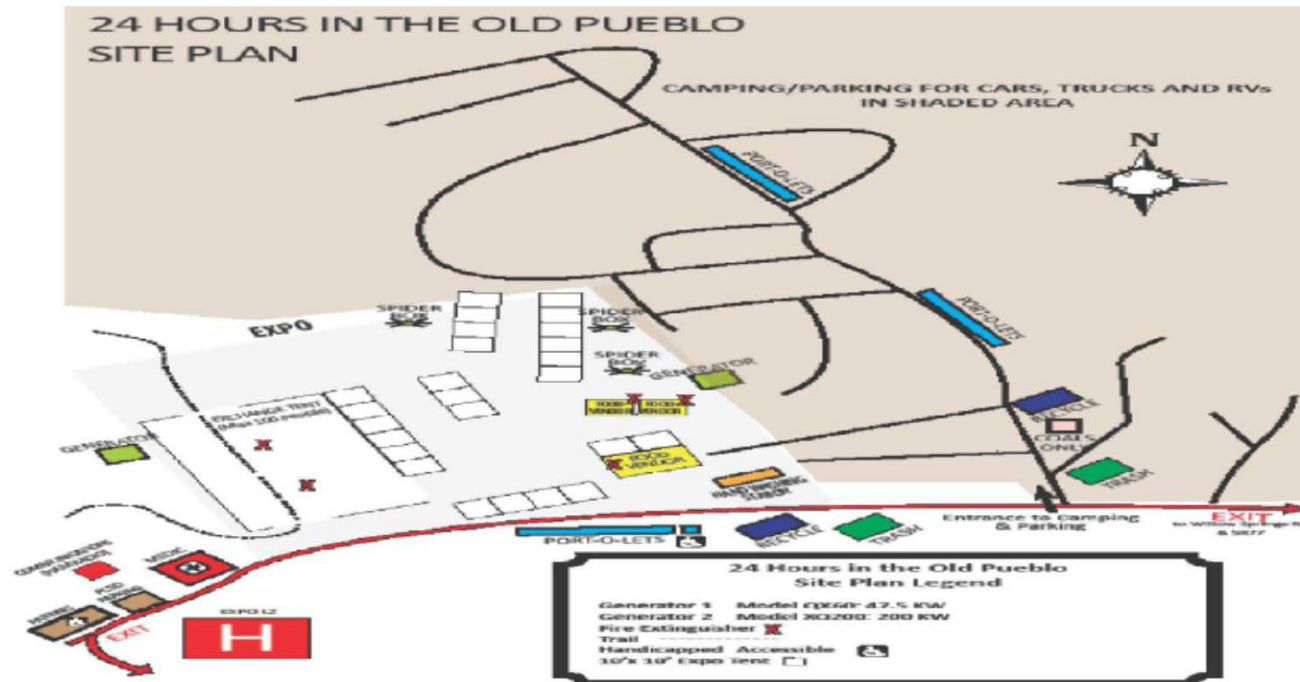
SEP-018-22

Event Scheduled For:

- 2/17/2023, 6am-11:59pm
- 2/18/2023, 12am-11:59pm
- 2/19/2023, 12am-11:59pm

- Disc Jockey (DJ)
- Tents (1) 80x40ft, (2) 20x10ft, (6) 10-x10ft
- Generators, Extension Cords & Spider Box
- Dirt Roads
- 5 Food Vendors / Alcohol
- 5 Showers
- 65 Portable Restrooms (2) ADA
- 12 Trash Cans
- 5 Dumpsters
- 285 Campsites (Overnight Camping)
- PCSO will be conducting security
- AMR Contracted

SEP-018-22



Stipulations



- ☐ No stipulations

Recommended motion



- Recommend Approval
 - ▣ Applicant has submitted all documents required by the Large Special Event Permitting Process



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 196

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of an Intergovernmental Agreement (IGA) between Pinal County and the Town of Florence for Mass Notification System. This contract will be good for two (2) years, with an automatic renewal for 1 (one) additional two (2) year terms. This agreement will be at no cost to the County. Supervisor District #1. (GA22-043) (Courtney Prock/Andrew Smith)

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

There are no 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		
1/20/2023 11:24 AM	County Attorney	Yes
1/23/2023 8:31 AM	Budget Office	Yes
1/23/2023 3:55 PM	County Manager	Yes
1/24/2023 9:13 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Agreement](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND TOWN OF FLORENCE
FOR SHARING OF THE REGIONAL MASS NOTIFICATION SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT dated _____, 2023 (“**Agreement**”), is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**Pinal County**”) and the TOWN OF FLORENCE a Town of the State of Arizona (“**Jurisdiction**”). Pinal County and the Town of Florence are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

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

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

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

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

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

AGREEMENT

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

ARTICLE 1. LICENSE AND SUPPORT

A. Under this Agreement Pinal County agrees to:

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

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

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

B. Under this Agreement (Jurisdiction) agrees to:

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

ARTICLE 2. INFORMATION OWNERSHIP, RELEASE AND ACCURACY

A. Jurisdiction understands and agrees that the System, related data, documentation and all other information and materials provided by Pinal under this Agreement are confidential. Pinal acknowledges and agrees that the Jurisdiction is a public entity subject to Arizona's public records laws (A.R.S. 39-121 et. seq.), and that any documents related to this contract are subject to public disclosure pursuant to State law in response to a public records request, subpoena or other judicial process and Jurisdiction may disclose confidential Information without being subject to penalty or recourse. Jurisdiction shall provide Pinal County notice of any request for the System or any related data, documentation, information or materials at least 10 business days in advance of any release.

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

C. Pinal specifically disclaims any warranty concerning the usage and functionality of the System as it pertains to Jurisdiction.

D. Each Party is responsible for the entry and maintenance of their data, in accordance to how they set up their portion of the System. Parties will not have access to the data nor use of the system of the other Parties to this agreement, with the exception that as the Account Administrator for the vendor of the System, Pinal County will have access throughout

the entire System. Pinal County will only allow up to three (3) county employees to be trusted with Account Administrator rights.

ARTICLE 3. FINANCIAL CONSIDERATIONS

A. Pinal County shall purchase and financially maintain the licensure for the System. Each Participating jurisdiction shall pay the County an amount equal to \$0.13 per resident each year based on the most recent Census (excluding prisoners). Initial payment shall be made no later than July 1, 2023, and thereafter annual payments shall be made within 30 calendar days of the anniversary or the execution.

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

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

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

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

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

ARTICLE 4. INDEMNIFICATION

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

ARTICLE 5. TERMINATION

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

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

ARTICLE 6. TERM

The term of this Agreement shall be two years unless either Party gives written notice of termination to the other Party as set forth in Article 5 above. Either Party to this Agreement may request a renewal of this Agreement, for one additional term of two years by the submission of written notice by each Party within sixty (60) days of the expiration of this Agreement.

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

If to (Jurisdiction): Bruce Walls
 Chief of Police
 425 N. Pinal Street
 Florence, Arizona 85132

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

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

C. GOVERNING LAW 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.

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

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

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

G. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement. In addition, the parties have been advised of and are aware that the Pinal County Attorney's Office represents the County and also (Jurisdiction), and the parties have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's Office dual representation.

H. 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.

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

J. **WORKER'S COMPENSATION:** Each Party shall 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.

K. **COMPLIANCE WITH LAWS:** 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.

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

"Pinal County"

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chairman of the Board of Supervisors

Dated: _____

ATTEST:

Clerk of the Board of Supervisors

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



Deputy County Attorney

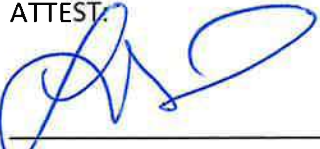
"Jurisdiction"

JURISDICTION, a political subdivision of the State of Arizona

By: 
Tara Walter, Mayor


Dated: 

ATTEST:



Lisa Garcia, Town Clerk

APPROVED AS TO FORM AND WITH THE POWERS AND AUTHORITY OF (JURISDICTION):



Clifford L. Mattice, Town Attorney



AGENDA ITEM

February 1, 2023 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 a License Agreement with Western Area Power Administration (WAPA) for the reconstruction and widening of Thornton Road and retention basins crossing under, over or across WAPA's Casa Grande to Empire 115-kV Transmission Lines located in Sections 6 & 7, T7S, R6E, in the unincorporated area of Pinal County. Supervisor District #3. (GA22-046) (Celeste Garza/Andrew Smith)

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

There is no expected fiscal impact to this agenda item.

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

There is no expected performance impact of this agenda item.

MOTION:

Approve as presented

History	Who	Approval
Time		
1/20/2023 11:27 AM	County Attorney	Yes
1/23/2023 8:26 AM	Budget Office	Yes
1/23/2023 3:54 PM	County Manager	Yes
1/24/2023 9:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Agreement](#)

THE UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Casa Grande to Empire 115-kV Transmission Line

NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 6, Township 7 South, Range 6 East,
Gila & Salt River Meridian, Pinal County, State of Arizona

Vicinity of Structure(s): 18-3 to 17-6
Station Number 29+398 to 36+242

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2023, between County of Pinal, PO Box 827, Florence, AZ 85132 (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WAPA), represented by the officer executing this License Agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WAPA concurs that the reconstruction and widening of Thornton Road and retention basins (FACILITY) (*as described within the application*) crossing under, over or across WAPA's Casa Grande to Empire 115-kV Transmission Line(s), proposed by the LICENSEE, will not interfere with the operation and maintenance of the Casa Grande to Empire 115-kV Transmission Line(s), if constructed in the manner and at the locations shown on Exhibits A-1 to A-14, attached hereto and made a part hereof.

In consideration of WAPA's concurrence, the LICENSEE agrees to the following:

- (a) This License Agreement does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This License Agreement is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WAPA. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WAPA, to accommodate future modifications of WAPA's facilities, including but not limited to, upgrades of the transmission line.
- (c) LICENSEE shall notify WAPA at least 45 business days prior to commencing maintenance or installation of the FACILITY to permit inspection by WAPA. WAPA's Point of Contact: Terry Kugler, Foreman III at 602-605-2716 or email at kugler@wapa.gov.
- (d) To abide by and comply with all applicable Federal, State, and local laws as well as building and safety codes including the latest edition of the National Electric Safety Code (NESC) and Occupational Safety and Health Administration standards (OSHA) applicable to the design and construction of the aforesaid FACILITY.

(e) In accordance with the National Electric Safety Code (NESC), a clearance of 22.9 feet from transmission line conductors to the top of the road (Example: road, pathway, building, equipment, trees, etc.) must be maintained at all times.

And

Equipment used within the easement area shall maintain a clearance of 15 feet at all times, including backhoes, front-end loaders, cranes or other equipment.

(f) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation, and maintenance of the FACILITY described in this License Agreement.

(g) Indemnify and hold harmless WAPA, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage arising out of LICENSEE's, its agents, contractors, or subcontractors use of the land covered by this License Agreement.

(h) WAPA requires unimpeded access to its right-of-way at all times. WAPA uses vehicles that have a 42-kip (42,000 pounds) axle load and is not liable for any damage caused to the FACILITY when patrolling, performing maintenance, or reconstructing the transmission line.

(i) No appreciable change shall be made to the character of the existing topography. Safe conductor phase-to-ground clearance must be maintained at all times. Steep sloping which will impede heavy line equipment and vehicles from traversing the lands within the transmission line right-of-way shall not be allowed. The gradient must not be steeper than 6:1 run to rise.

(j) Upon completion of the project, the Licensee will submit a copy of the as-builts and/or photographs of the FACILITY to WAPA Lands (P.O. Box 6457, Phoenix, AZ 85005-6457).

Remainder of Page left blank intentionally.

(k) This License Agreement shall be binding on the successors or assigns of the LICENSEE and WAPA.

County of Pinal
PO Box 827
Florence, AZ 85132

THE UNITED STATES OF AMERICA
Western Area Power Administration
Desert Southwest Region | P.O. Box 6457
Phoenix, AZ 85005-6457

By: _____

Jeff Serdy, Chairman of the Board of
Supervisors

ATTEST:

Teresita D. Amaro, BSEE PMP, MBA
Engineering and Construction Manager

Clerk of the Board of Supervisors

Approved As To Form

Deputy County Attorney Date

Date

**Please include a full size,
complete set of
engineered plans with
your submittal or call
(602) 605-2530 to speak
to a Realty Specialist**

Western Area Power
Administration Desert Southwest
Region
ATTN: Lands G5600 - Lands &
Realty P.O. Box 6457
Phoenix, AZ 85005-6457

LICENSE AGREEMENT APPLICATION

Date: 12/19/2022

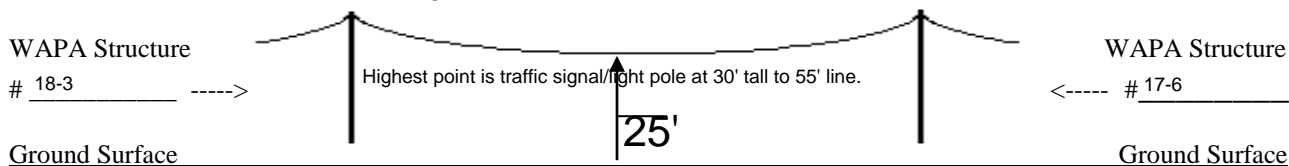
WAPA Transmission Line: CAG-EMP 115-kv

Description of Proposal (Narrative): Thornton Rd (I-8 to Selma Hwy): Reconstruct and widen the existing Thornton Rd facility for the City Casa Granda in Arizona from approximately the Interstate 8 to the Selma Hwy intersection. Includes new roadway, retention basins, signals and lighting, & sewer. CCC

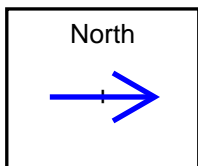
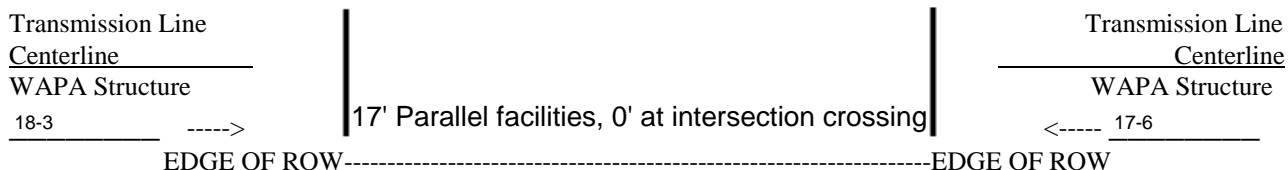
Location: Section: 7 to 6, Township: 7S, Range: 6E, Meridian: Gila and Salt River

County: Pinal State: AZ, Longitude: 111D 46' 27" W Latitude: 32D 50' 36" N

PROFILE: Show the location, height (feet), and distance (feet) from the nearest transmission line structure.



PLAN: Show the location and dimensions (in feet) of the proposed facility in relation to the center conductor of the transmission line.



Show NORTH by arrow at (+) in block at left
And show approximate location in ¼ Section at right.

NW1/4	NE1/4
See attached plans	
SW1/4	SE1/4

Attach other drawings and information as appropriate.

NOTE: Induced voltages and currents may occur on facilities constructed or placed under or near high voltage transmission lines, therefore, the Licensee shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the facilities described in this application.

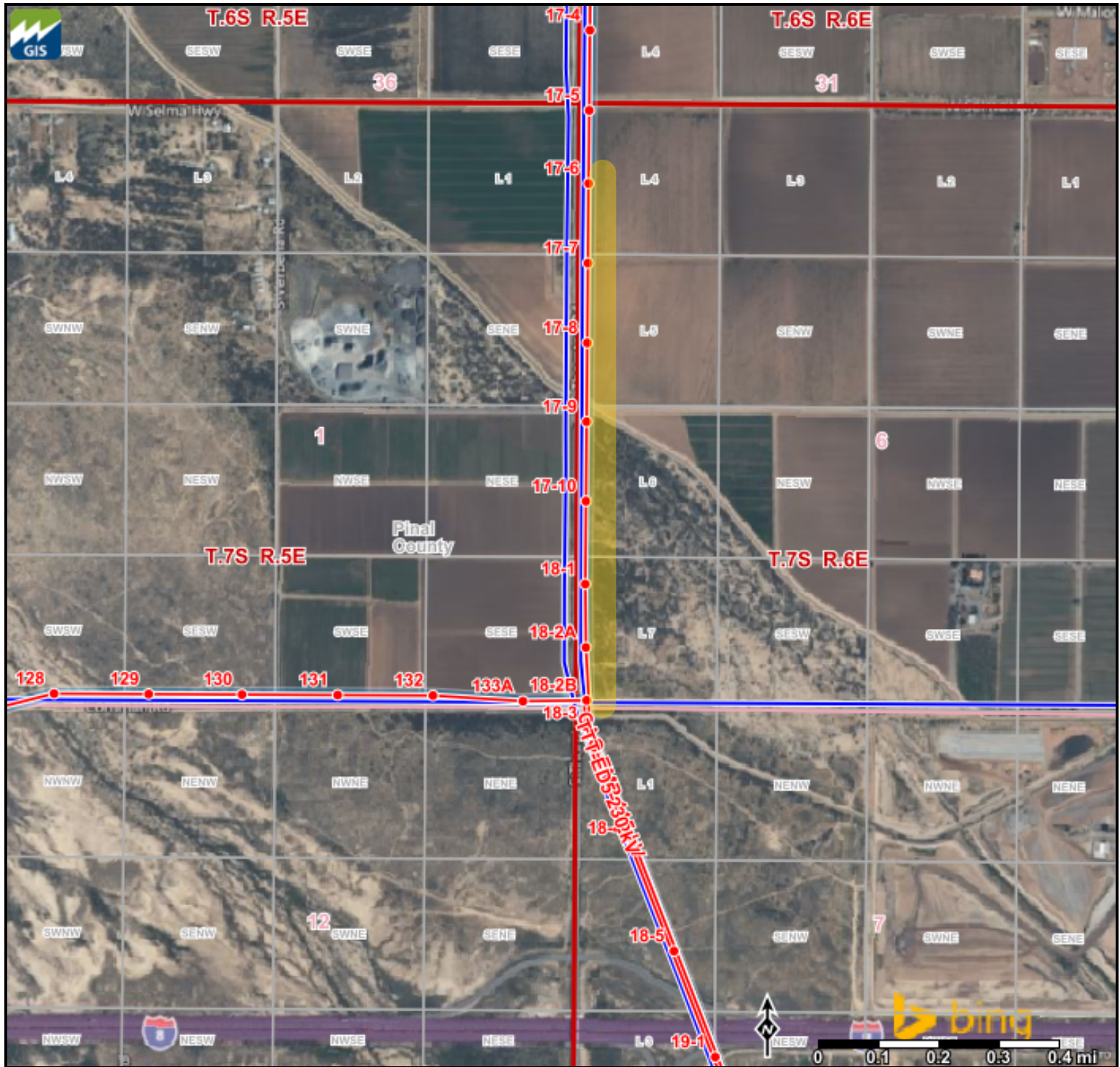
Sean Nugent, PE
Name: (Please Print) _____
Signature _____

Company or Party Owning the Facility

APPLICANT:
County of Pinal, Department of Public Works _____
Address: PO Box 727 _____
Florence, AZ 85132 _____
Phone: (520) 866-6010 _____
Email: christopher.wanamaker@pinal.gov _____



Desert Southwest Region



Legend

Scale 1:16,005
12/23/2022 9:04 A.M.

Western Area Power Administration

An agency of the U.S. Department of Energy

This map and data are the property of WAPA/DOE and are intended for planning and analysis only. No reproduction or copying of this product is allowed without the sole consent of WAPA/DOE. To contact WAPA about this map, please call 1-800-336-7288.



PINAL COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
THORNTON ROAD
I-8 TO SELMA HIGHWAY
DECEMBER 2022

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	1	76	-



PINAL COUNTY
WIDE OPEN OPPORTUNITY
PINAL COUNTY BOARD OF SUPERVISORS
DISTRICT ONE – KEVIN CAVANAUGH
DISTRICT TWO – MIKE GOODMAN
DISTRICT THREE – STEPHEN MILLER
DISTRICT FOUR – JEFFREY McCLURE
DISTRICT FIVE – JEFF SERDY
MANAGEMENT
COUNTY MANAGER – LEO LEW
PUBLIC WORKS DIRECTOR – ANDREW SMITH
COUNTY ENGINEER – CHRIS WANAMAKER, PE, CFM, CPM

PINAL COUNTY PROJECT MANAGER

CELESTE GARZA
PINAL COUNTY GOVERNMENT
31 N. PINAL STREET
FLORENCE, AZ 85132
P: (520) 866-6402
F: (520) 866-7943

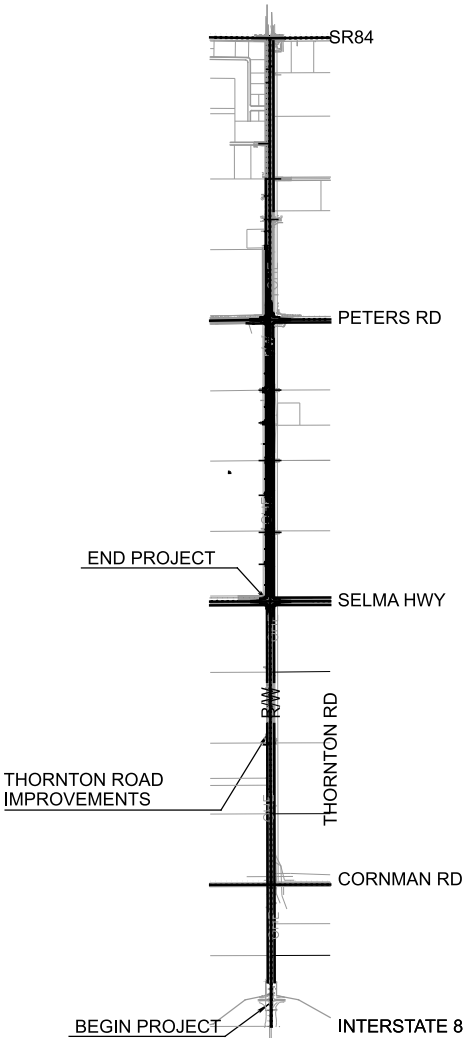
PROJECT ENGINEER

CLARK CLATANOFF
HORROCKS ENGINEERS
2600 N. CENTRAL AVENUE
SUITE 550
PHOENIX, AZ 85004
P: (602) 454-1800

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

REGISTERED ENGINEER / LAND SURVEYOR _____ DATE _____
REGISTRATION NUMBER _____
APPROVED _____ DATE _____



LOCATION MAP
NTS
T7S R5E SECTIONS 1 & 12
T7S R6E SECTIONS 6 & 7

SHEET INDEX

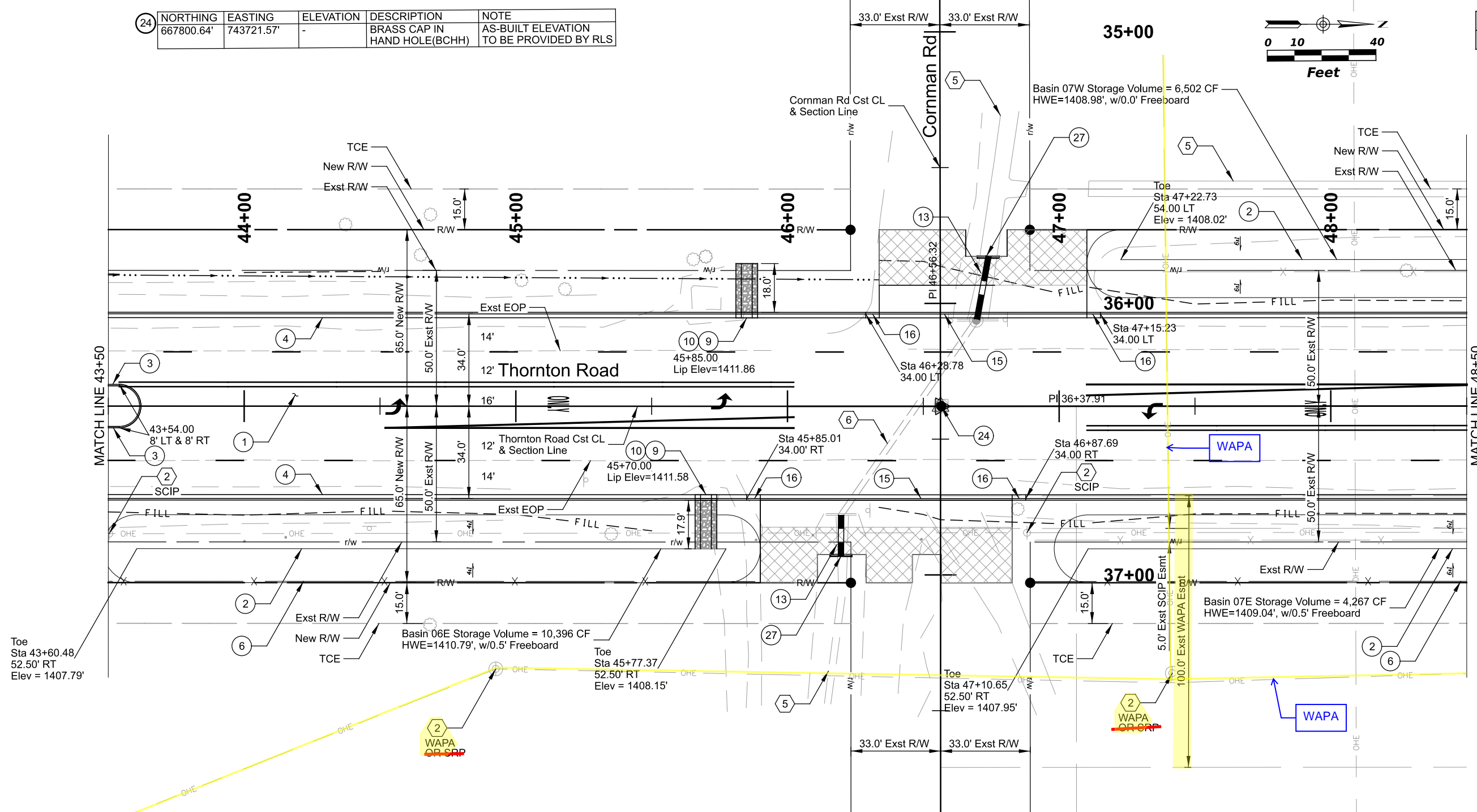
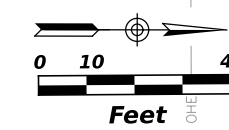
SHEET	DRAWING	DESCRIPTION
1	G-01.01	COVER
2	G-02.01	ABBREVIATIONS & LEGEND
3	G-02.02	GENERAL NOTES
4-6	G-02.03-G-02.05	TYPICAL SECTION
7	G-02.06	GEOMETRY LAYOUT
8	1	SURVEY CONTROL
9	D-01.01	DETAILS
10-13	D-02.01-D-02.04	DRAINAGE DETAILS
14-43	C-02.02-C-02.17	THORNTON ROADWAY PLAN & PROFILE
44	C-05.01	STAKING SHEET
45-62	T-01.01-T-02.18	SIGNING AND STRIPING PLAN
63-69	T-04.01-T-04.07	SIGNING SUMMARY
70	T-05.01	SIGNING FORMATS
71	L-02.01	LIGHTING PLAN
72-76	RW-02.01-RW-02.05	RIGHT-OF-WAY PLAN

UTILITY COORDINATION		
UTILITY COMPANY	COMPANY REPRESENTATIVE	TELEPHONE NUMBER
Arizona Dept of Transportation - Maricopa	Frank Cabello	520-483-6606
Arizona Dept of Transportation - Tucson	Frank Cabello	520-483-6606
Arizona Dept of Transportation - Tucson	Gustavo Ruiz	520-262-5909
Arizona Public Service - Main Street Office	Ben Gowers	602-206-2478
Arizona Water Co- Casa Grande	Andrew Haas	602-240-6860
City of Casa Grande	Cathy H Zapata	520-421-8630
Cox Communications - Tucson	Ryan Kann	602-694-1662
Lumen	Kevin Wagner (Terra Tech)	815-245-9640
San Carlos Irrigation & Drainage District	Shane Lindstrom	520-251-1552
San Carlos Irrigation Project - Power	Juan (Johnny) Federico	520-560-1599
Southwest Gas - Casa Grande Pinal- Contr Locating	Farnaz Nasr	520-316-5017
Southwest Gas - Casa Grande Pinal- High Pressure	Maria Regan	520-316-5011
SRP (OH Power)	Kaye Bockmann	623-236-3129
WAPA (OH Power)	Eduardo Uribe	602-605-2914

	NAME	DATE	 Horrocks.	
DESIGN	SBN	11/22		
DRAWN	BLJ	11/22		
CHECKED	CCC	11/22		
			COVER	
LOCATION				
Thornton Road - I8 to Selma Hwy				DRAWING NO: G-01.01

(24)	NORTHING	EASTING	ELEVATION	DESCRIPTION	NOTE
	667800.64'	743721.57'	-	BRASS CAP IN HAND HOLE(BCHH)	AS-BUILT ELEVATION TO BE PROVIDED BY RLS

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	21	76	-

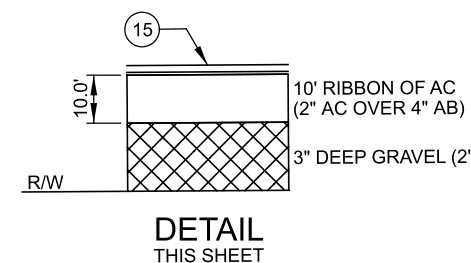


- ① PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")
- ② RETENTION BASIN EXCAVATION
- ③ CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)
- ④ CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)
- ⑥ BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)

- ⑨ CONCRETE CURB OPENING
(DETAIL D-01.01)
- ⑩ GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)
- ⑬ EXTEND 24" CONCRETE CLASS 5
IRRIGATION RCP PIPE
SEE DRAINAGE SHT D-02.02
- ⑮ CONCRETE ROLL CURB AND GUTTER
(MAG STD DTL 220-1, TYPE C)
- ⑯ 5' MOD CONCRETE CURB TRANSITION
TYPE C TO TYPE A
(MAG STD DTL 220-2)

- ②④ INSTALL SURVEY MARKER BRASS CAP
BY REGISTERED LAND SURVEYOR
(MAG STD DTL 120 TYPE B)
- ②⑦ CONCRETE STRAIGHT HEADWALL
(MAG STD DTL 501-1)

- ② PROTECT IN PLACE
OH POWER POLE **CAUTION
OH Electrical**
- ⑤ PROTECT IN PLACE
EXST IRRIGATION DITCH
- ⑥ PROTECT IN PLACE
EXST 24" CONCRETE CLASS 5
IRRIGATION RCP PIPE



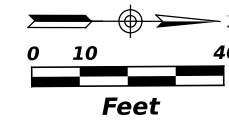
DESIGN	NAME	DATE
DRAWN	SBN	11/22
CHECKED	BLJ	11/22
	CCC	11/22



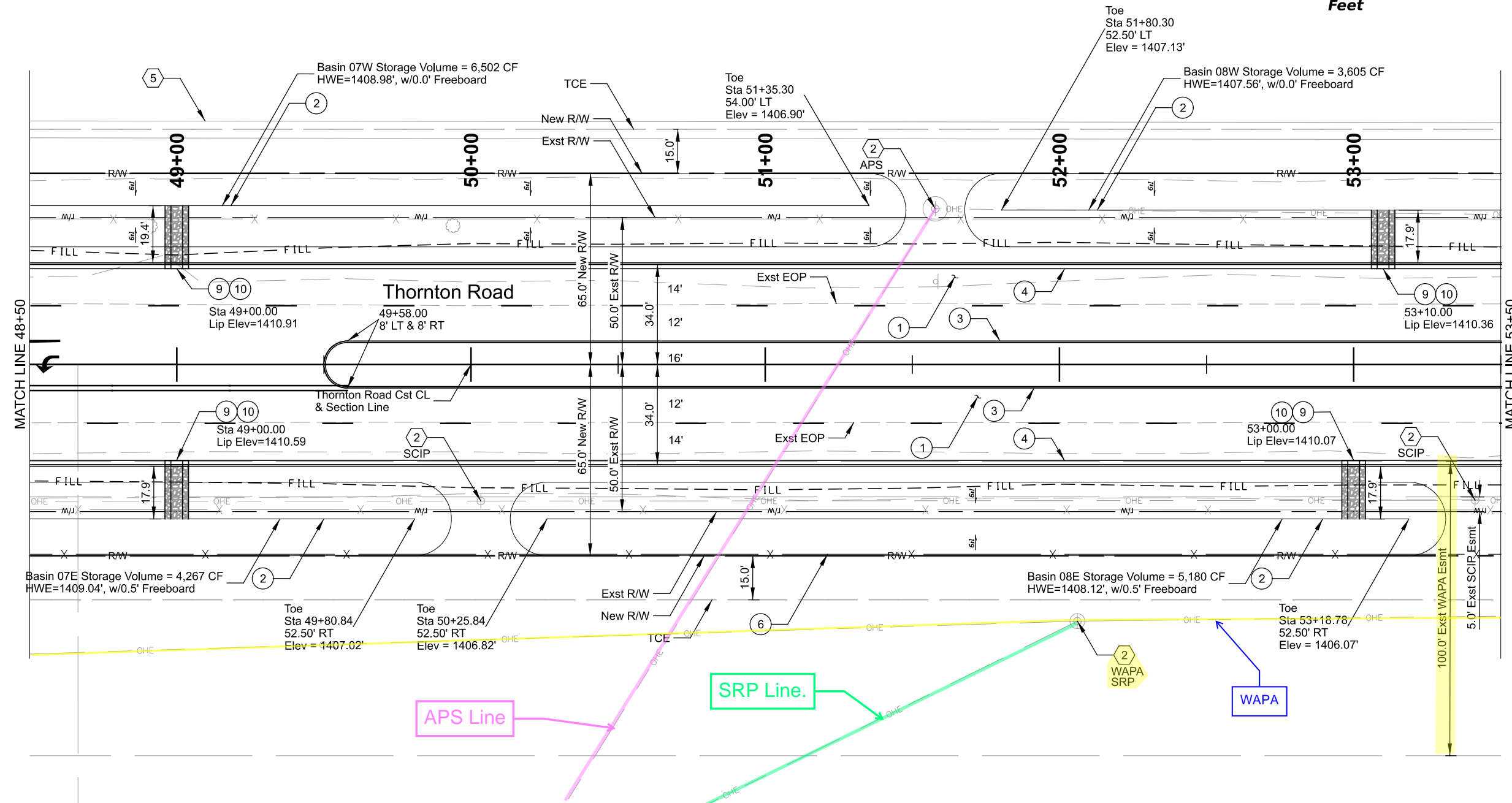
**ROADWAY
THORNTON ROAD
STA 43+50 TO 48+50**

Thornton Road - 18 to Selma Hwy

DRAWING NO: C-02.06



F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	23	76	-



- ① PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")
- ② RETENTION BASIN EXCAVATION
- ③ CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)
- ④ CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)
- ⑥ BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)

- ⑨ CONCRETE CURB OPENING)
(DETAIL D-01.01)
- ⑩ GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)

- ② PROTECT IN PLACE
OH POWER POLE
- ⑤ PROTECT IN PLACE
EXST IRRIGATION DITCH

CAUTION
OH Electrical

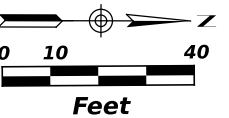
DESIGN	NAME	DATE
DRAWN	SBN	11/22
CHECKED	BLJ	11/22
	CCC	11/22



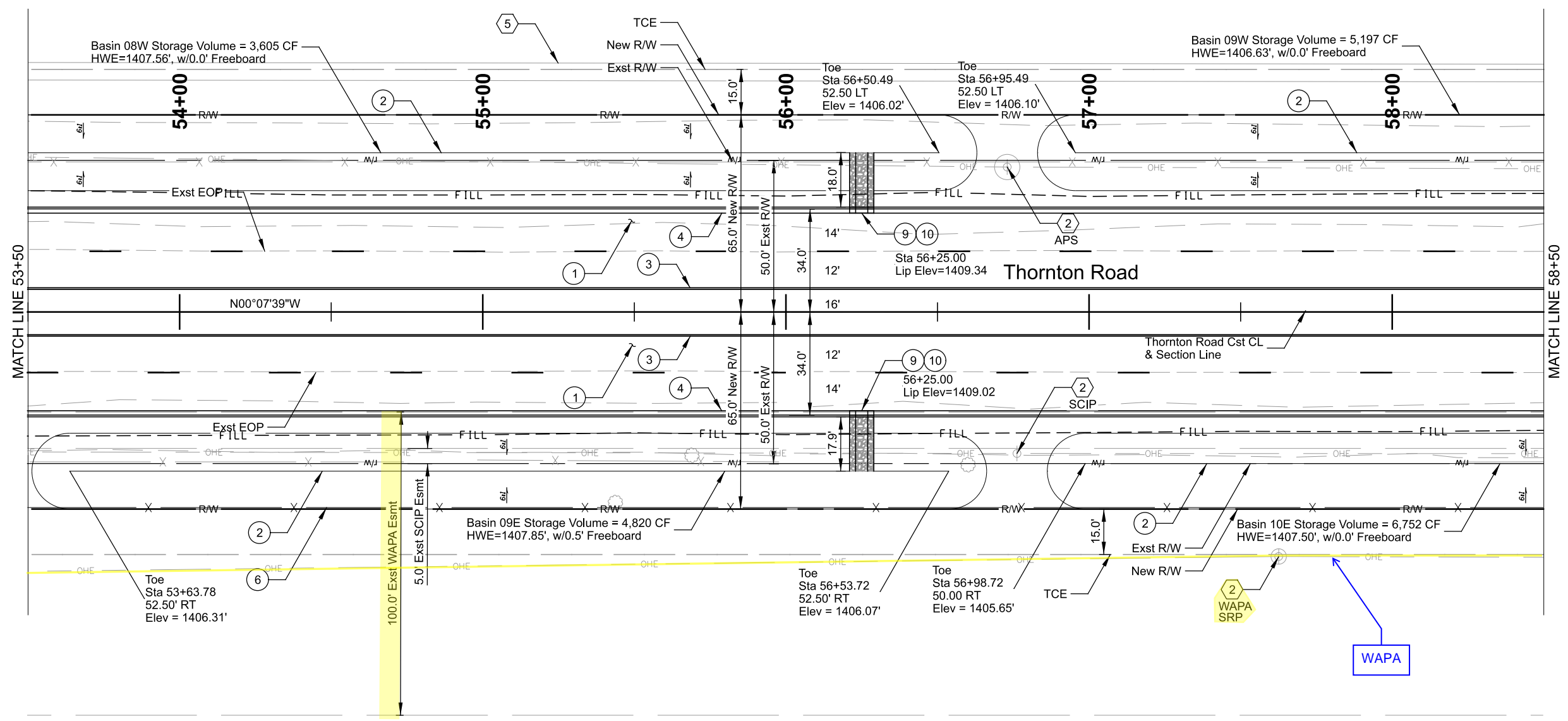
ROADWAY
THORNTON ROAD
STA 48+50 TO 53+50

LOCATION
Thornton Road - 18 to Selma Hwy

DRAWING NO: C-02.07



F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	25	76	-



- 1 PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")

2 RETENTION BASIN EXCAVATION


3 CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)

4 CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)

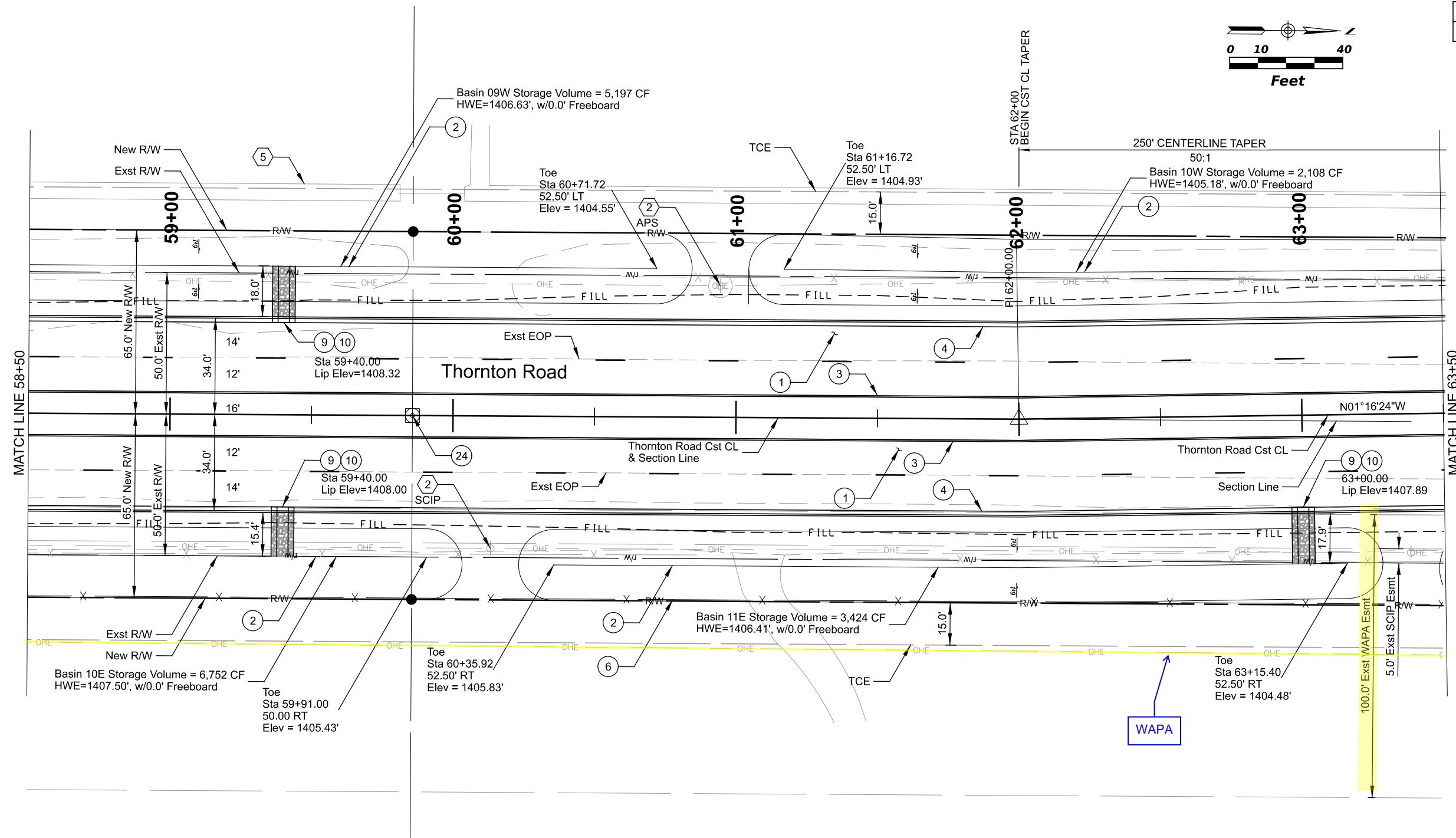
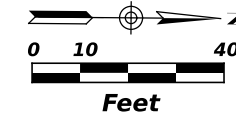
6 BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)
- 9 CONCRETE CURB OPENING
(DETAIL D-01.01)

10 GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)
- 2 PROTECT IN PLACE
OH POWER POLE
**CAUTION
OH Electrical**

5 PROTECT IN PLACE
EXST IRRIGATION DITCH

DESIGN	SBN	11/22		ROADWAY THORNTON ROAD STA 53+50 TO 58+50
DRAWN	BLJ	11/22		
CHECKED	CCC	11/22		
LOCATION			Thornton Road - 18 to Selma Hwy	DRAWING NO: C-02.08

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	27	76	-



- | | |
|---|--|
| <p>① PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")</p> <p>② RETENTION BASIN EXCAVATION</p> <p>③ CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)</p> <p>④ CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)</p> <p>⑥ BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)</p> | <p>⑨ CONCRETE CURB OPENING)
(DETAIL D-01.01)</p> <p>⑩ GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)</p> <p>②④ INSTALL SURVEY MARKER BRASS CAP
BY REGISTERED LAND SURVEYOR
(MAG STD DTL 120 TYPE B)</p> |
|---|--|

- ② PROTECT IN PLACE
OH POWER POLE CAUTION
OH Electrical
- ⑤ PROTECT IN PLACE
EXST IRRIGATION DITCH

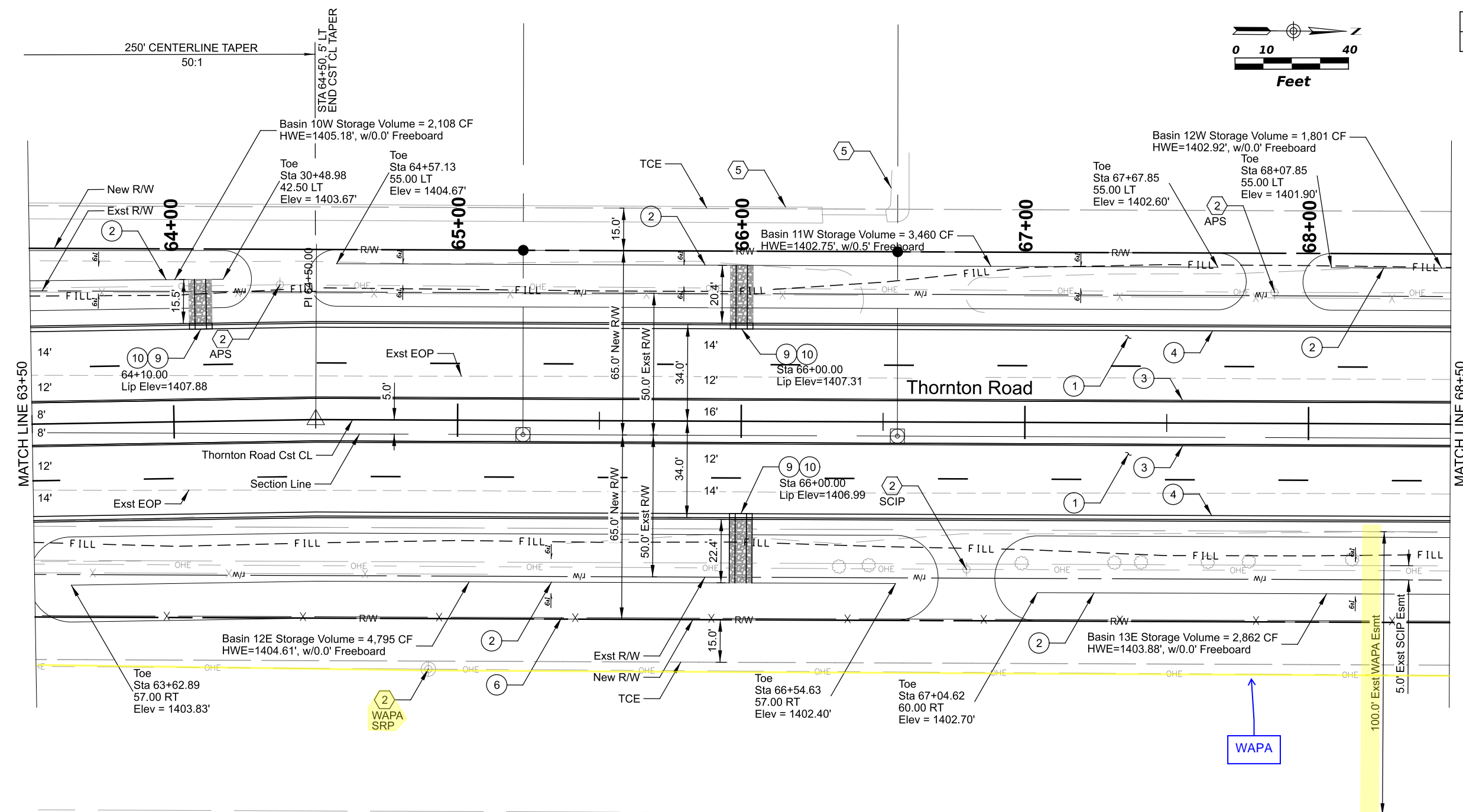
	NAME	DATE
DESIGN	SBN	11/22
DRAWN	BLJ	11/22
CHECKED	CCC	11/22



ROADWAY
THORNTON ROAD
STA 58+50 TO 63+50

LOCATION **Thornton Road - 18 to Selma Hwy**

DRAWING NO: C-02.09



F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	29	76	-

① PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")

② RETENTION BASIN EXCAVATION

③ CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)

④ CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)

⑥ BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)

⑨ CONCRETE CURB OPENING
(DETAIL D-01.01)

⑩ GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)

② PROTECT IN PLACE CAUTION
OH POWER POLE OH Electrical

⑤ PROTECT IN PLACE
EXST IRRIGATION DITCH

DESIGN	NAME	DATE
DRAWN	SBN	11/22
CHECKED	BLJ	11/22
	CCC	11/22



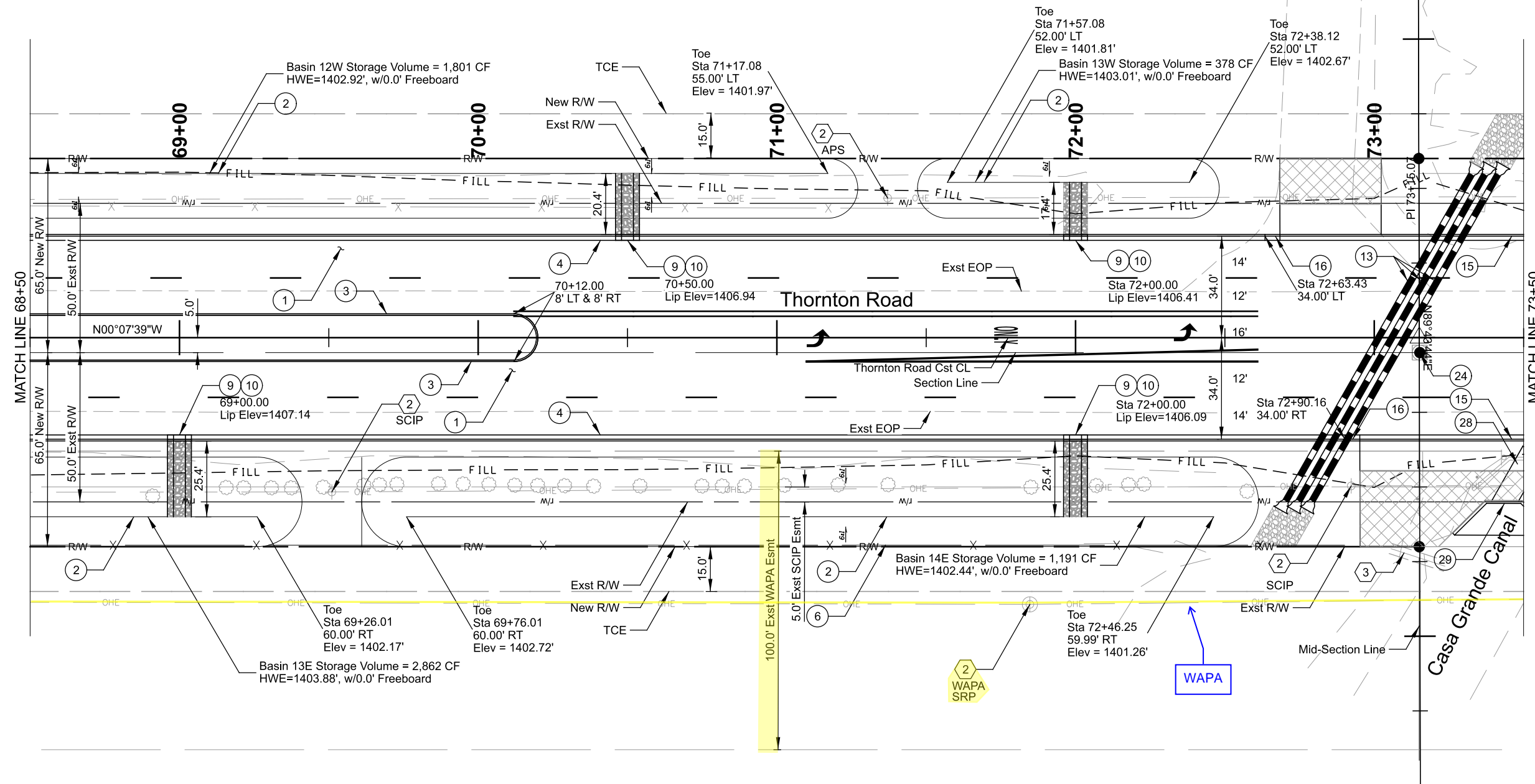
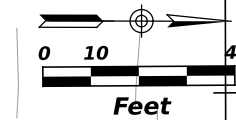
ROADWAY
THORNTON ROAD
STA 63+50 TO 68+50

Thornton Road - 18 to Selma Hwy

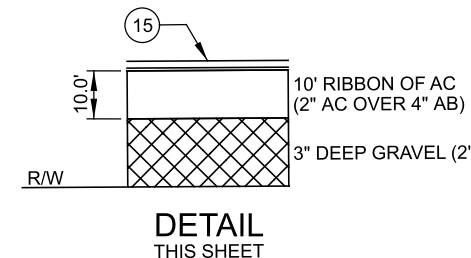
DRAWING NO: C-02.10

(24)	NORTHING	EASTING	ELEVATION	DESCRIPTION	NOTE
	670459.25'	743715.71'	-	BRASS CAP IN HAND HOLE(BCHH)	AS-BUILT ELEVATION TO BE PROVIDED BY RLS

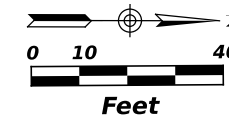
F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	31	76	-



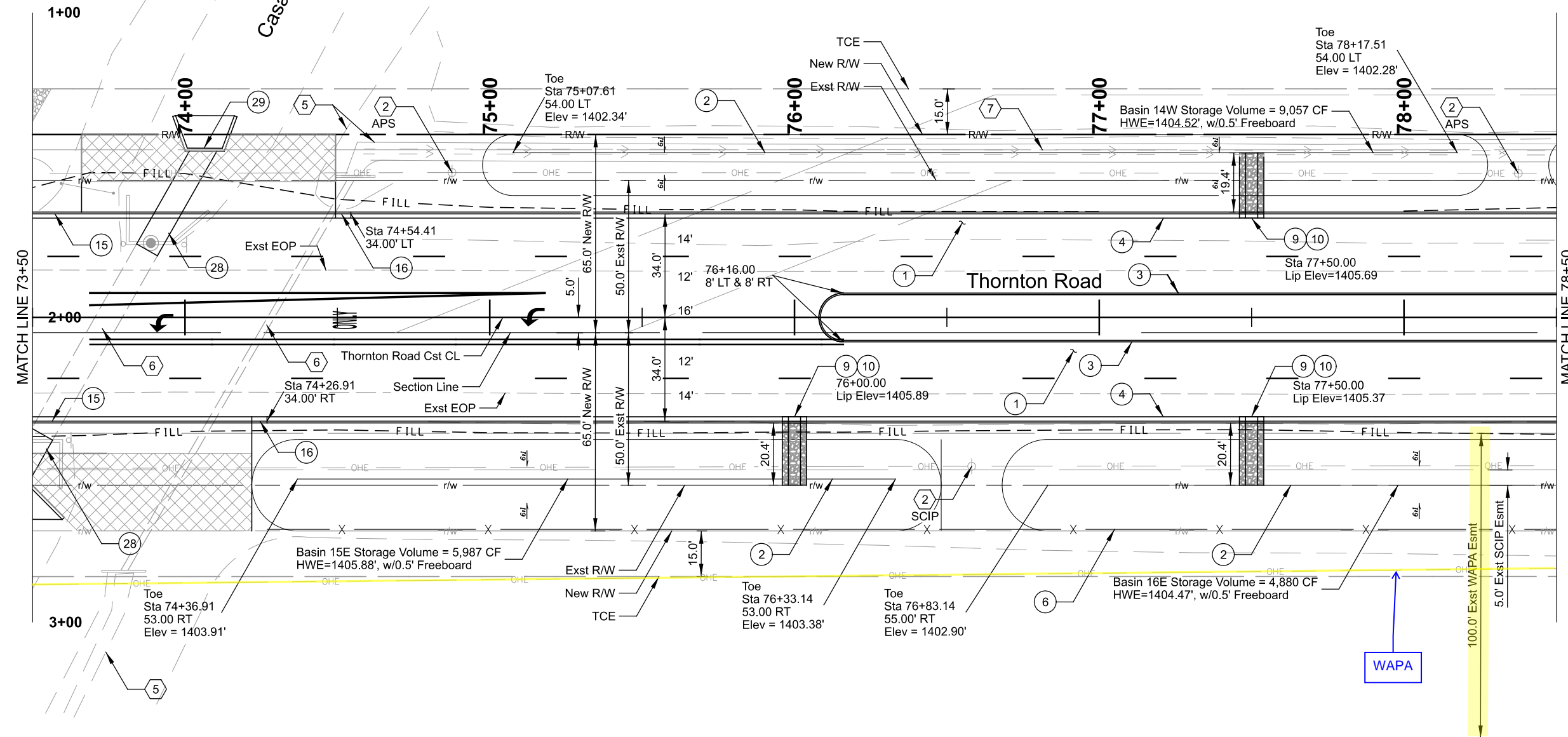
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|---|---|--|
| <p>(1) PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")</p> <p>(2) RETENTION BASIN EXCAVATION</p> <p>(3) CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)</p> <p>(4) CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)</p> <p>(6) BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)</p> | <p>(9) CONCRETE CURB OPENING)
(DETAIL D-01.01)</p> <p>(10) GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)</p> <p>(13) NEW 3-24" CONCRETE RCP PIPE
SEE DRAINAGE SHT D-02.03</p> <p>(15) CONCRETE ROLL CURB AND GUTTER
(MAG STD DTL 220-1, TYPE C)</p> <p>(16) 5' MOD CONCRETE CURB TRANSITION
TYPE C TO TYPE A
(MAG STD DTL 220-2)</p> <p>(24) INSTALL SURVEY MARKER BRASS CAP
BY REGISTERED LAND SURVEYOR
(MAG STD DTL 120 TYPE B)</p> | <p>(28) EXTEND 94" CONCRETE CLASS 5
CULVERT RCP PIPE</p> <p>(29) CONCRETE MODIFIED HEADWALL
(MAG STD DTL 501-3)</p> <p>(2) PROTECT IN PLACE CAUTION
OH POWER POLE OH Electrical</p> <p>(3) PROTECT IN PLACE
EXISTING 42" IRRIGATION PIPE</p> |
|---|---|--|



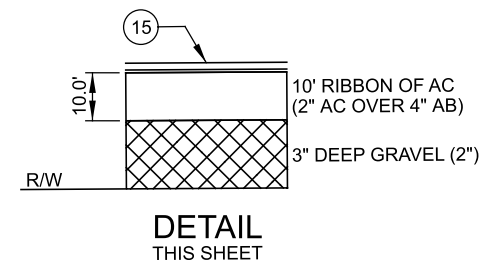
	NAME	DATE	 Horrocks.	ROADWAY THORNTON ROAD STA 68+50 TO 73+50	
DESIGN	SBN	07/22			
DRAWN	BLJ	07/22			
CHECKED	CCC	07/22			
LOCATION			Thornton Road - 18 to Selma Hwy		
			DRAWING NO: C-02.11		




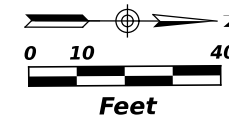
F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	33	76	-



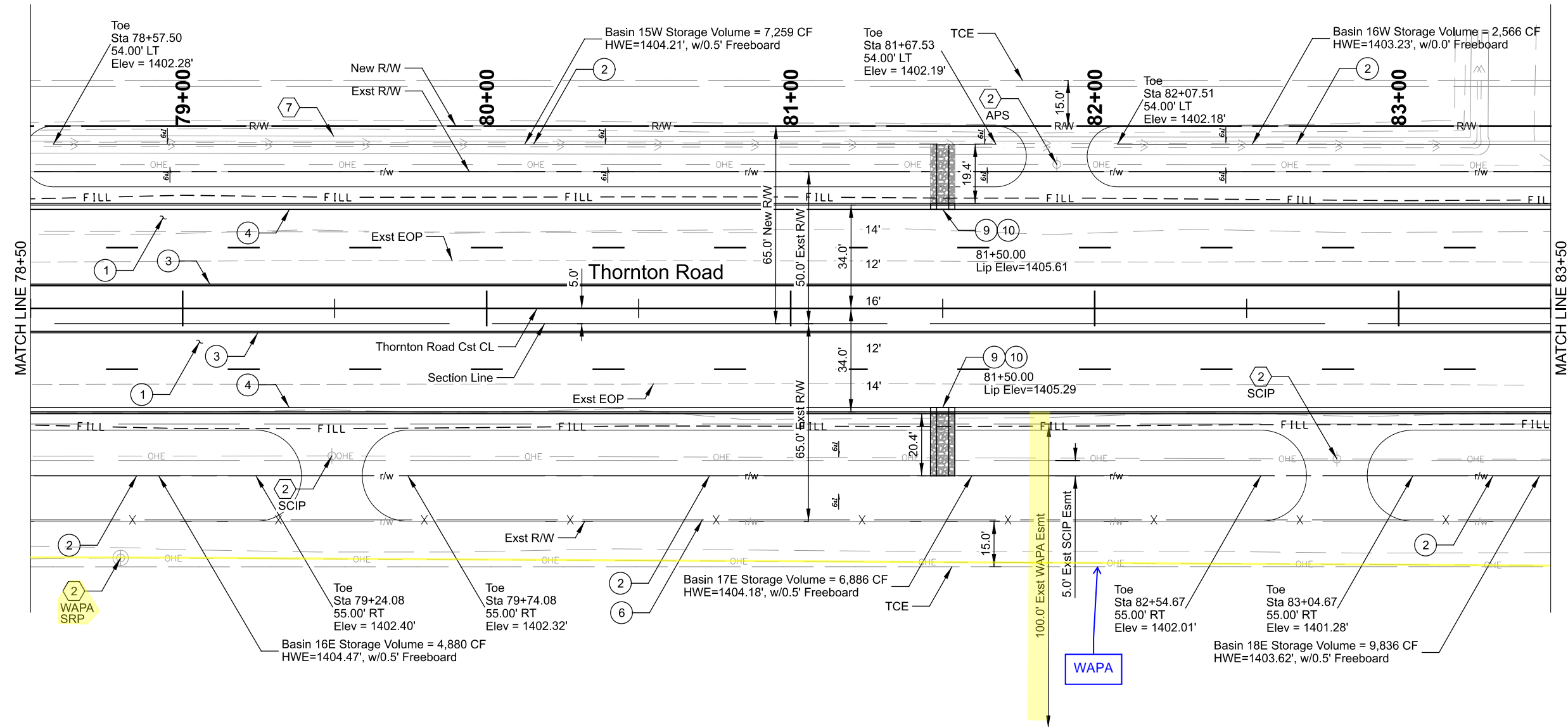
- | | | | |
|---|---|--|--|
| <p>① PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")</p> <p>② RETENTION BASIN EXCAVATION</p> <p>③ CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)</p> <p>④ CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)</p> <p>⑥ BARBED WIRE GAME FENCE
ADOT STD DTL C-12.10, TYPE 1</p> | <p>⑨ CONCRETE CURB OPENING
(DETAIL D-01.01)</p> <p>⑩ GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)</p> <p>⑮ CONCRETE ROLL CURB AND GUTTER
(MAG STD DTL 220-1, TYPE C)</p> <p>⑯ 5' MOD CONCRETE CURB TRANSITION
TYPE C TO TYPE A
(MAG STD DTL 220-2)</p> | <p>⑳ EXTEND 94" CONCRETE CLASS 5
CULVERT RCP PIPE
SEE DRAINAGE SHT D-02.04</p> <p>㉑ CONCRETE MODIFIED HEADWALL
(MAG STD DTL 501-3)</p> | <p>② PROTECT IN PLACE OH POWER POLE
CAUTION
OH Electrical</p> <p>⑤ PROTECT IN PLACE EXST IRRIGATION DITCH</p> <p>⑥ PROTECT IN PLACE EXST 94" CONCRETE CLASS 5 CULVERT RCP PIPE</p> <p>⑦ IRRIGATION DITCH RELOCATED AS PART OF COST TO CURE</p> |
|---|---|--|--|



	NAME	DATE	 Horrocks.	ROADWAY THORNTON ROAD STA 73+50 TO 78+50
DESIGN	SBN	11/22		
DRAWN	BLJ	11/22		
CHECKED	CCC	11/22		
LOCATION			Thornton Road - 18 to Selma Hwy	
			DRAWING NO: C-02.12	



F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	35	76	-

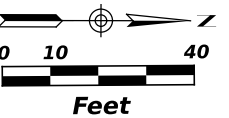


- ① PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")
- ② RETENTION BASIN EXCAVATION
- ③ CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)
- ④ CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)
- ⑥ BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)

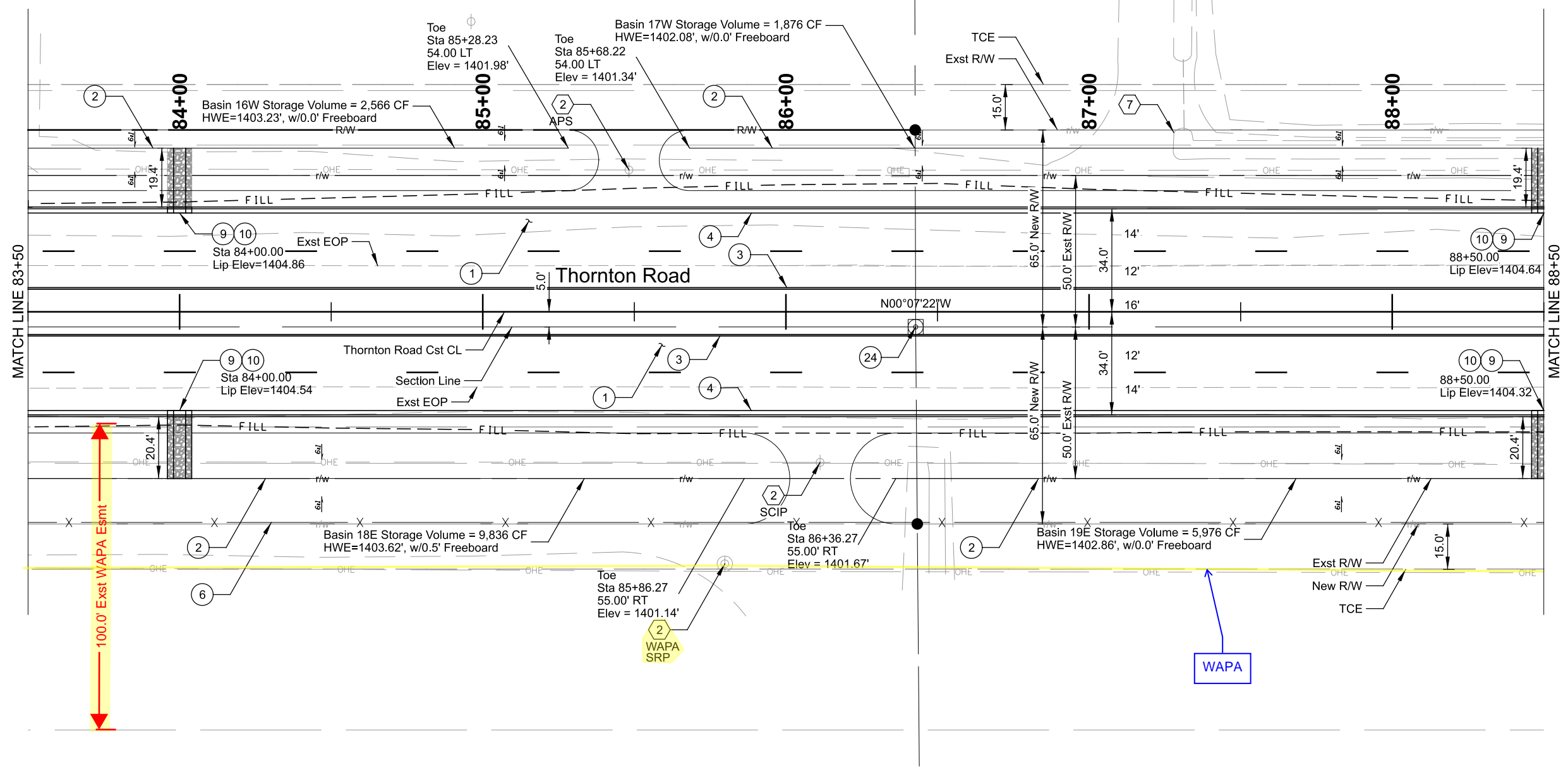
- ⑨ CONCRETE CURB OPENING)
(DETAIL D-01.01)
- ⑩ GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)

- ② PROTECT IN PLACE CAUTION
OH POWER POLE OH Electrical
- ⑦ IRRIGATION DITCH RELOCATED
AS PART OF COST TO CURE

	NAME	DATE	 Horrocks.	ROADWAY THORNTON ROAD STA 78+50 TO 83+50
DESIGN	SBN	11/22		
DRAWN	BLJ	11/22		
CHECKED	CCC	11/22		
LOCATION			Thornton Road - 18 to Selma Hwy	
			DRAWING NO: C-02.13	



F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	37	76	-



- 1 PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")

2 RETENTION BASIN EXCAVATION

3 CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)


4 CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)

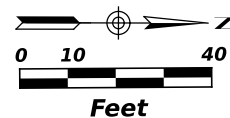
6 BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)
- 9 CONCRETE CURB OPENING
(DETAIL D-01.01)

10 GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)

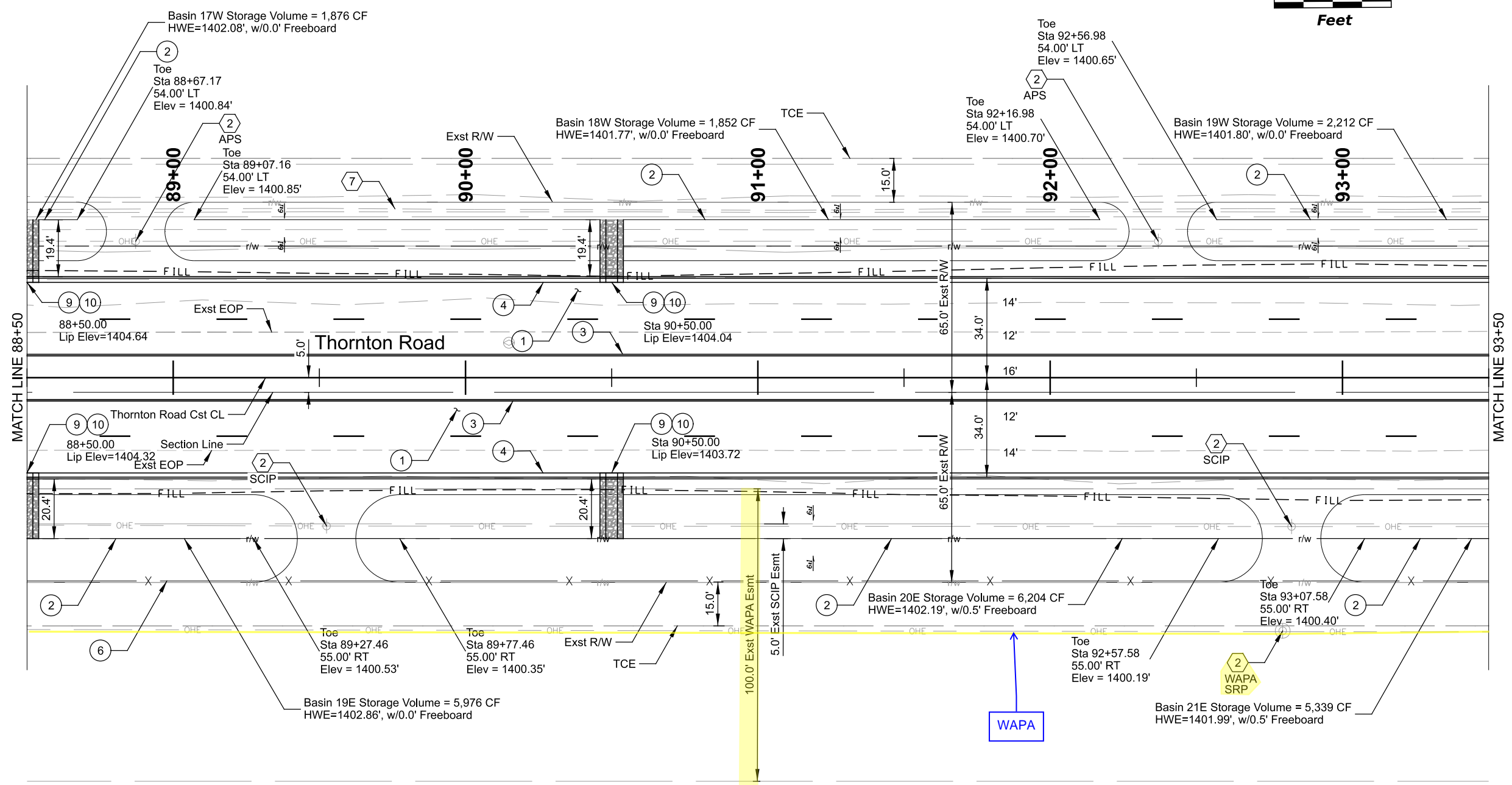
24 INSTALL SURVEY MARKER BRASS CAP
BY REGISTERED LAND SURVEYOR
(MAG STD DTL 120 TYPE B)
- 2 PROTECT IN PLACE
OH POWER POLE CAUTION
OH Electrical

7 IRRIGATION DITCH RELOCATED
AS PART OF COST TO CURE

DESIGN	SBN	11/22	 ROADWAY THORNTON ROAD STA 83+50 TO 88+50	DRAWING NO: C-02.14
DRAWN	BLJ	11/22		
CHECKED	CCC	11/22		
LOCATION			Thornton Road - 18 to Selma Hwy	



F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	39	76	-



- 1 PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")

2 RETENTION BASIN EXCAVATION

3 CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)

4 CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)

6 BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)
- 9 CONCRETE CURB OPENING)
(DETAIL D-01.01)

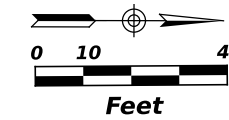
10 GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)
- 2 PROTECT IN PLACE CAUTION
OH POWER POLE OH Electrical

7 IRRIGATION DITCH RELOCATED
AS PART OF COST TO CURE

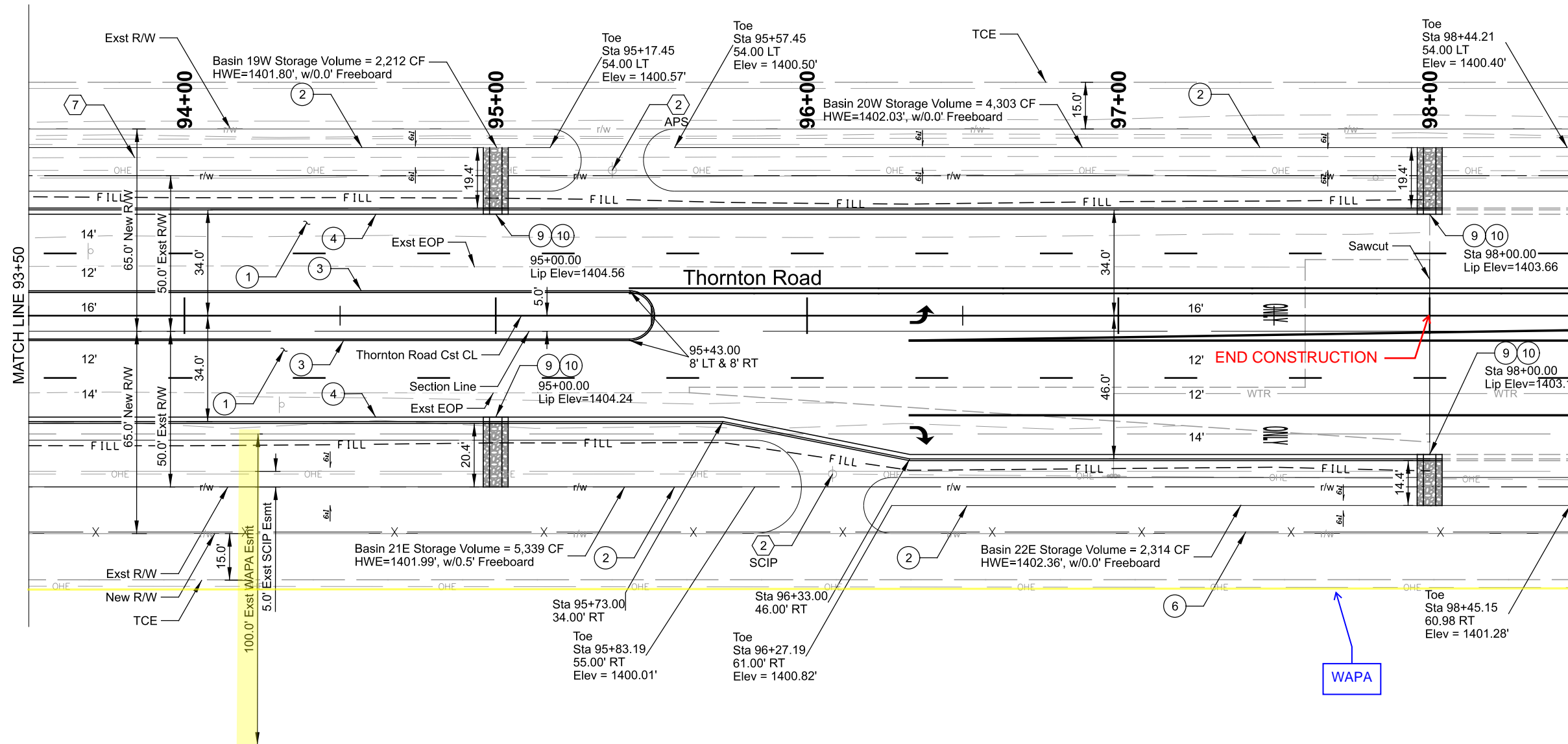
DESIGN	SBN	11/22
DRAWN	BLJ	11/22
CHECKED	CCC	11/22
LOCATION	Thornton Road - 18 to Selma Hwy	

ROADWAY
THORNTON ROAD
STA 88+50 TO 93+50

DRAWING NO: C-02.15



F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AZ	60640677	41	76	-



- ① PAVEMENT SECTION NO 1
3" AC SURFACE COURSE (A-12.5)
3" AC BASE COURSE (A-19)
12" ABC, TACK COAT
SUBGRADE PREPARATION (10")
- ② RETENTION BASIN EXCAVATION
- ③ CONCRETE VERTICAL CURB
(MAG STD DTL 222, TYPE A)
- ④ CONCRETE VERTICAL CURB & GUTTER
(MAG STD DTL 220-1, TYPE A)
- ⑥ BARBED WIRE GAME FENCE
(ADOT STD DTL C-12.10)

- ⑨ CONCRETE CURB OPENING
(DETAIL D-01.01)
- ⑩ GROUTED RIPRAP SPILLWAY
W/FILTER FABRIC
D50=6" DEPTH=12"
(Detail D-01.01)

- ② PROTECT IN PLACE OH POWER POLE CAUTION OH Electrical
- ⑦ IRRIGATION DITCH RELOCATED AS PART OF COST TO CURE

WAPA

	NAME	DATE		ROADWAY THORNTON ROAD STA 93+50 TO 98+50	
DESIGN	SBN	11/22			
DRAWN	BLJ	11/22			
CHECKED	CCC	11/22			
LOCATION			Thornton Road - 18 to Selma Hwy		
			DRAWING NO: C-02.16		



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 116

Dept. #: 2402157

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Award No. 2023-405d-034, Amendment Nos. 2023-47 and 2023-61 between the Governor's Office of Highway Safety and the Pinal County Sheriff's Office through the Pinal County Board of Supervisors. Amendment No. 2023-47 increases the award by \$50,000 and will be used for overtime and EREs for GOHS Southern Regional DRE Training. Amendment No. 2023-61 increases the award amount by \$100,000 and will be used to renovate of the Pinal County Regional DUI Task Force Command Post 2008 Freightliner used for DUI/Impaired Driving. These amendments increase the award by \$150,000 for a new award amount of \$270,000. The request also requires a fiscal amendment to the FY 22/23 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 116 (Sheriff/Traffic Safety) to increase revenue and expenditure appropriations. 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
1/10/2023 11:15 AM	County Attorney	Yes
1/10/2023 12:26 PM	Grants/Hearings	Yes
1/11/2023 8:09 AM	Budget Office	Yes
1/11/2023 5:19 PM	County Manager	Yes
1/12/2023 10:32 AM	Clerk of the Board	Yes

ATTACHMENTS:**Click to download**

- ☐ [BOS Grant Request Form 2023-405d-034 Amendments 2023-47 and 2023-61](#)
- ☐ [GOHS Award No. 2023-405d-034 Amendment 2023-61](#)
- ☐ [GOHS Award No. 2023-405d-034 Amendment 2023-47](#)
- ☐ [Award No. 2023-405d-034 Fully Executed](#)
- ☐ [GOHS Award No. 2023-405d-034 Amendment No. 2023-08 Fully Executed](#)
- ☐ [Budget Appropriation GOHS Award No. 2023-405d-034 Amendments 2023-47 and 2023-61](#)



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 _____



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

DATE: December 12, 2022

TO: Sheriff Mark Lamb
Pinal County Sheriff's Office
971 N. Jason Lopez Circle, Building C
Florence, Arizona 85132

TRANSMITTAL: Amendment Number: 2023-61
Effective Date: December 8, 2022
Revision Number: 003
Project Coordinator: Jenise Moreno
Contract Number: 2023-405d-034
Program Area: DUI/Impaired Driving
Enforcement Overtime

FROM: Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

NARRATIVE:

The purpose of this Amendment is to add funds to Professional and Outside Services for the renovation of the Pinal County Regional DUI Task Force Command Post 2008 Freightliner used for DUI/Impaired Driving.

There is an \$100,000.00 increase in Federal funds because of this Amendment.

ESTIMATED COSTS:

	<u>From</u>	<u>To</u>
I. Personnel Services (includes overtime)	\$136,733.00	\$136,733.00
II. Employee Related Expenses (ERE 24.33%)	\$33,267.00	\$33,267.00
III. Professional and Outside Services (Renovation of 2008 Freightliner)	\$0.00	\$100,000.00
IV. Travel In-State	\$0.00	\$0.00
V. Travel Out-of-State	\$0.00	\$0.00
VI. Materials and Supplies	\$0.00	\$0.00
VII. Capital Outlay	\$0.00	\$0.00

TOTAL ESTIMATED COSTS	<u>\$170,000.00</u>	<u>\$270,000.00</u>
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*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$ 270,000.00.

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to the Governor for the
administration of the State Highway Safety Agency.

Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

12-12-22

Date

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – DUI Impaired Driving Enforcement
Overtime & EREs
Award Number: 2023-405d-038
Amendment #: 2023-61**

BOARD OF SUPERVISORS:

Jeff Serdy, Chairman

DATE: _____

ATTEST

Natasha Kennedy, Clerk

DATE: _____

Approved as to Form:

Deputy County Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

DATE: December 6, 2022

TO: Sheriff Mark Lamb
Pinal County Sheriff's Office
971 N. Jason Lopez Circle, Building C
Florence, Arizona 85132

TRANSMITTAL: Amendment Number: 2023-47
Effective Date: December 5, 2022
Revision Number: 002
Project Coordinator: Jenise Moreno
Contract Number: 2023-405d-034
Program Area: DUI/Impaired Driving
Enforcement Overtime

FROM: Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

NARRATIVE:

The purpose of this Amendment is to add funds to Personnel Services \$40,216.00 and ERE \$9,784.00 for the Pinal County Sheriff's Office overtime worked for DUI/Impaired Driving Enforcement

There is an \$50,000.00 increase/decrease in Federal funds because of this Amendment.

ESTIMATED COSTS:

	<u>From</u>	<u>To</u>
I. Personnel Services (includes overtime)	\$96,517.00	\$136,733.00
II. Employee Related Expenses (ERE 24.33%)	\$23,483.00	\$33,267.00
III. Professional and Outside Services	\$0.00	\$0.00
IV. Travel In-State	\$0.00	\$0.00
V. Travel Out-of-State	\$0.00	\$0.00
VI. Materials and Supplies	\$0.00	\$0.00
VII. Capital Outlay	\$0.00	\$0.00

TOTAL ESTIMATED COSTS \$120,000.00 \$170,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$170,000.00.

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to the Governor for the
administration of the State Highway Safety Agency.


Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

12-7-22
Date

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – DUI Impaired Driving Enforcement
Overtime & EREs
Award Number: 2023-405d-038
Amendment #: 2023-47**

BOARD OF SUPERVISORS:

Jeff Serdy, Chairman

DATE: _____

ATTEST

Natasha Kennedy, Clerk

DATE: _____

Approved as to Form:

Deputy County Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Mark Lamb
Pinal County Sheriff's Office
971 N. Jason Lopez Circle, Building C
Florence, Arizona 85132

PROJECT REFERENCE:

Contract Number: 2023-405d-034
Total Estimated Costs: \$90,000.00
Purpose of Project: DUI/Impaired Driving
Enforcement Overtime

Dear Sheriff Lamb:

Attached are the following documents:

- a) One (1) fully executed original of the above-referenced contract
- b) Project Director's Manual

The Report of Costs Incurred (RCI Form) and RCI Instructions are located on the GOHS website at <https://gohs.az.gov/grant-opportunities>. Refer to the Contract and/or Project Directors Manual for instructions on completion and submission.

Please have your Project Administrator and Fiscal staff review and become familiar with the reporting requirements outlined in this Contract.

Please note that any equipment costing \$5,000.00 or more must comply with the Buy America Act as mandated by federal law.

You are hereby authorized to proceed under the terms of the Highway Safety Contract, effective on the "Authorization to Proceed Date" (i.e., the date of my signature on the last page of the contract as long as the signature is within the Federal Fiscal Year that this contract applies to) with an obligation of \$90,000.00 in Federal funds.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

10-5-2022

Date

Enclosures
jm

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752330000405dAZM		Assistance Listings: 20.616
1. APPLICANT AGENCY Pinal County Sheriff's Office	GOHS CONTRACT NUMBER: 2023-405d-034	
ADDRESS 971 N. Jason Lopez Circle, Bldg. C, Florence, Arizona 85132	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT Pinal County Board of Supervisors	AGENCY CONTACT: Darin Erickson	
ADDRESS 31 North Pinal Street, Florence, Arizona 85132	3. PROJECT TITLE: DUI/Impaired Driving Enforcement	
4. GUIDELINES: 405d		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Pinal County.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2023	
I. Personnel Services	\$72,388.00	
II. Employee Related Expenses (24.33%)	\$17,612.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$90,000.00	

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$90,000.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 232

Total Population in city/town or county: 494,755

Total Road Mileage: Highway: 2,500 Local: 1,300 Total: 3,800

	2020	2019	2018
Total Crashes	1137	937	1,166
Total Injury Crashes	330	378	425
Total Fatal Crashes	11	14	11
Total Impaired-related Crashes	77	93	3
Total Impaired-related Serious Injuries	44	11	44
Total Impaired-related Fatalities	1	3	2
Total Speed-related Crashes	260	139	184
Total Speed-related Serious Injuries	68	73	88
Total Speed-related Fatalities	4	2	3

The data above represents: County ☒ City/Town ☐

Agency Problem/Attempts to Solve Problem:

Pinal County is a spoke in a major transportation hub, just 36 miles from Phoenix and 51 miles from Tucson, Arizona. Pinal County offers travelers over 300 miles worth of roadways. Pinal County continues to develop major roadways in the high population density areas like San Tan, Queen Creek, Gold Canyon, and Maricopa, Casa Grande, Florence and Eloy.

During 2020, there were 2.89 persons killed each day in Arizona in motor vehicle crashes. This number is representative of one person dying every 8 hours and 17 minutes. A total of 113 people were injured every day in crashes. According to the ADOT, in 2020, the estimated economic loss caused by collision totaled over one billion in Pinal County. Alcohol-related collisions were the leading cause of death for people between the ages of (20) twenty and (34) fifty four, and account for more than 31.03 percent of all fatal collisions in Pinal County. The continual growth of both residential and commercial areas is quickly shifting Pinal County from a rural to an urban community. This growth continues to place an extensive workload on law enforcement whose call load has increased significantly, therefore taking away the ability to be proactive in the area of traffic enforcement.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Pinal County.

How Agency Will Solve Problem with Funding:

With the support from the Governor's Office of Highway Safety, Pinal County Sheriff's Office can continue to provide the resources to sworn staff that are needed to be proactive in reducing the number of accidents, complaints and provide on going public education and enforcement against impaired and reckless drivers in Pinal County

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 10% from 77 during calendar year 2021 to 69 by December 31, 2023.

To decrease fatalities and the number of serious injuries in impaired driving related crashes 10% from 44 in calendar year 2021 to 39 by December 31, 2023.

To decrease injuries in impaired driving-related crashes 10 % from 1 in calendar year 2021 to 0 by December 31, 2023.

Contract Objectives:

To participate in a minimum of 9 DUI saturation patrols per quarter during FFY 2023.

To participate in a minimum of 9 DUI task force operations per quarter during FFY 2023.

Additional Contract Objectives:

1. PCSO Traffic Deputies are working hard each day to stop impaired driving. It is their goal to continue to improve as an agency to make more arrests each year by 10%.
2. PCSO Deputies are working hard to educate patrol deputies to increase their abilities to target impaired drivers through the hosting of HGN, ARIDE, and DRE schools.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Pinal County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Pinal County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Pinal County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Pinal County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Pinal County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Lamb, Sheriff, Pinal County Sheriff's Office , shall serve as Project Director.

Darin Erickson, Sergeant, Pinal County Sheriff's Office , shall serve as Project Administrator.

Jenise Moreno, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCT's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$72,388.00
II.	Employee Related Expenses (24.33%)	\$17,612.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$90,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$90,000.00.

QUARTERLY ENFORCEMENT REPORT CHART

(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official Preparing the Report of Cost Incurred:**Name: Mark T. LambTitle: SheriffTelephone Number: (520) 866-5133Fax: (520) 866-5100E-mail Address: Mark.Lamb@pinal.gov**2. Agency's Fiscal contact:**Name: Jessica BarrTitle: Grants SpecialistTelephone Number: (520) 866-5236Fax: N/AE-mail Address: Jessica.Barr@pinal.govFederal Identification Number: 86-6000556**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Pinal County

Warrant/Check to be mailed to:

Pinal County Sheriff's Office

(Agency)

P.O. Box 867

(Address)

Florence, AZ 85132

(City, State, Zip Code)

4. Unique Entity Identifier:GX4FM9VOD7W3

(Unique Entity Identifier)

Pinal, County of 31 N. Pinal Street, Florence, AZ 85132-3027

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

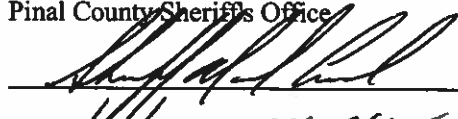
Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

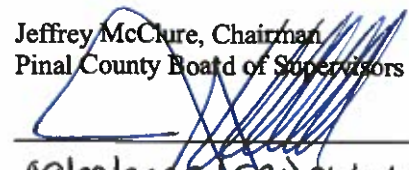
Signature of Project Director:

Mark Lamb, Sheriff
Pinal County Sheriff's Office


08/30/22 520-866-5133
Date Telephone

**Signature of Authorized Official of
Governmental Unit:**

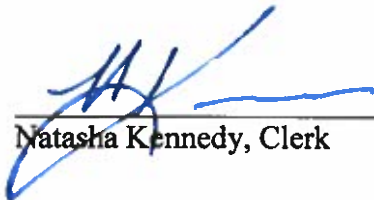
Jeffrey McClure, Chairman
Pinal County Board of Supervisors


09/28/2022 520-866-1008
Date Telephone

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – DUI / Impaired Driving Enforcement
Overtime & EREs
Award Number: 2023-405d-034**

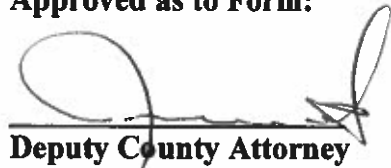
ATTEST



Natasha Kennedy, Clerk

DATE: 09/28/2022

Approved as to Form:



Deputy County Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

DATE: October 5, 2022

TO: Sheriff Mark Lamb
Pinal County Sheriff's Office
971 N. Jason Lopez Circle, Building C
Florence, Arizona 85132

FROM: Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

TRANSMITTAL: Amendment Number: 2023-08
Effective Date: October 1, 2022
Revision Number: 001
Project Coordinator: Jenise Moreno
Contract Number: 2023-405d-034
Program Area: DUI/Impaired Driving
Enforcement Overtime

NARRATIVE:

The purpose of this Amendment is to add funds to Personal Services and ERE for the Pinal County Sheriff's Office overtime worked by the GOHS Southern Regional DRE Coordinator Charles Schmidlin.

There is an \$30,000.00 increase/decrease in Federal funds because of this Amendment.

ESTIMATED COSTS:

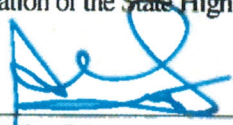
	From	To
I. Personnel Services (includes overtime)	\$72,388.00	\$96,517.00
II. Employee Related Expenses (ERE 24.33%)	\$17,612.00	\$23,483.00
III. Professional and Outside Services	\$0.00	\$0.00
IV. Travel In-State	\$0.00	\$0.00
V. Travel Out-of-State	\$0.00	\$0.00
VI. Materials and Supplies	\$0.00	\$0.00
VII. Capital Outlay	\$0.00	\$0.00

TOTAL ESTIMATED COSTS \$90,000.00 \$120,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$120,000.00.

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to the Governor for the
administration of the State Highway Safety Agency.



Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

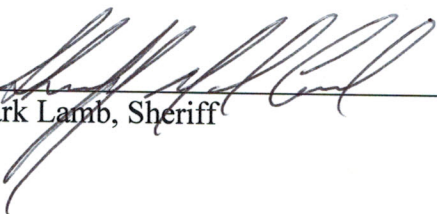


Date

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – DUI Impaired Driving Enforcement
Overtime & EREs
Award Number: 2023-405d-038
Amendment #: 2023-08**

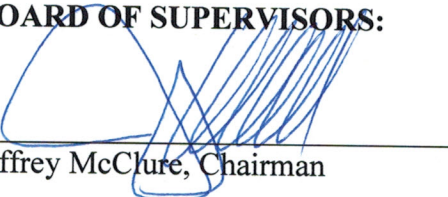
Pinal County Sheriff's Office:



Mark Lamb, Sheriff

DATE: 10/17/2022

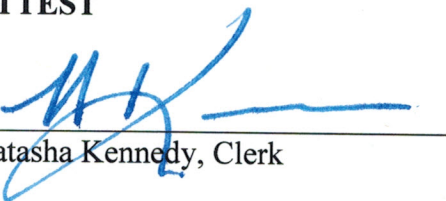
BOARD OF SUPERVISORS:



Jeffrey McClure, Chairman

DATE: 11/02/2022

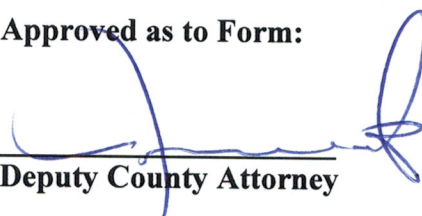
ATTEST



Natasha Kennedy, Clerk

DATE: 11/02/2022

Approved as to Form:



Deputy County Attorney

**DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM**

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
22/23	Yes	2/1/2023	<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
116		2402157		421000	\$120,000	\$150,000	\$270,000
213		3311003		457990	\$20,387,878	(\$150,000)	\$20,237,878
Insert rows above this line and copy New Revised Budget formula down							
Net Source Adjustment						\$0	

Uses (Expenditures, Transfers Out, etc....)							
Fund		Cost Center	Sub Ledger	Object Code	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
116		2402157		511130	\$96,517	\$41,200	\$137,717
116		2402157		512010	\$7,990	\$3,076	\$11,066
116		2402157		512040	\$10,939	\$4,412	\$15,351
116		2402157		512070	\$4,554	\$1,312	\$5,866
116		2402157		531990	\$0	\$100,000	\$100,000
213		3311003		599500	\$20,387,878	(\$150,000)	\$20,237,878
Insert rows above this line and copy New Revised Budget formula down							
Net Use Adjustment						\$0	

Net Change	\$0
------------	-----

Prepared by: Linda Martinez	Date: 1/4/2023
-----------------------------	----------------

Explanation:	Budget Appropriation for: Governor's Highway Safety - DUI/Impaired Driving Enforcement Award 2023-405d-034 Amendment No. 2023-47 and Amendment No. 2023-61 between the Governor's Office of Highway Safety and Pinal County through the Pinal County Sheriff's. Amendment 2023-47 in amount of \$50,000 for Overtime and ERE for GOHS Southern Regional DRE Training and Amendment No. 2023-61 in the amount of \$100,00 to be used for the renovation of the Pinal County Regional DUI Task Force Command Post 2008 Freighlinger used for DUI/Impaired Driving. New Award Amount: \$270,000.00. (Overtime/ERE/Professional and Outside Services) Award Period id 10/01/22 - 09/30/23 Reimbursement CFDA #: 20.616
--------------	--

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 proje
- ☐ Change in Fund Balance Appropriation

For Budget Office Use Only

BUDGET OFFICE APPROVAL BY: _____ DATE: _____	COUNTY MANAGER APPROVAL BY: _____ DATE: _____	POSTED BY: _____ DATE: _____
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AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 116

Dept. #: 2402159

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Award Agreement 2022-207-017 Amendment No. 2022-207-017-1 between the Governor's Office of Highway Safety and the Pinal County Sheriff's Office through the Pinal County Board of Supervisors. The original Agreement term was effective on October 1, 2022, ending March 31, 2023. Amendment No. 2022-207-017-1 extends the term of the agreement to June 30, 2023. This does not require a fiscal year budget amendment as the budget was included in the FY 22/23 adopted 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		
Time	Who	Approval
1/11/2023 9:27 AM	County Attorney	Yes
1/11/2023 10:24 AM	Grants/Hearings	Yes
1/12/2023 8:16 AM	Budget Office	Yes
1/13/2023 8:43 AM	County Manager	Yes
1/13/2023 9:00 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- ☐ [BOS Grant Request Form - GOHS 2022-207-017 Amendment 2022-207-017-1](#)
- ☐ [GOHS Award No. 2022-207-017 Amendment 2022-207-017-1](#)



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 _____



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

DATE: December 19, 2022

TO: Sheriff Mark Lamb
Pinal County Sheriff's Office
971 North Jason Lopez Circle
Building C
Florence, Arizona 85132

TRANSMITTAL: Amendment Number: 2022-207-017-1
Effective Date: December 19, 2022
Revision Number: 001
Project Coordinator Jenise Moreno
Contract Number: 2022-207-017
Program Area: Prop 207

FROM: Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

NARRATIVE:

The purpose of this Amendment is to extend the contract deadline date to June 30, 2023 to allow time for the receipt of the motorcycles on order.

ESTIMATED COSTS:

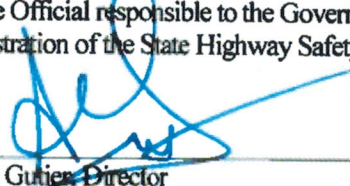
	<u>From</u>	<u>To</u>
I. Personnel Services (includes overtime)	\$0.00	\$0.00
II. Employee Related Expenses (ERE 40%)	\$0.00	\$0.00
III. Professional and Outside Services	\$0.00	\$0.00
IV. Travel In-State	\$0.00	\$0.00
V. Travel Out-of-State	\$0.00	\$0.00
VI. Materials and Supplies – Two (2) Motorcycle Radars	\$4,369.82	\$4,369.82
VII. Capital Outlay – Two (2) Police Package BMW Motorcycles	\$61,045.84	\$61,045.84

TOTAL ESTIMATED COSTS \$65,415.66 \$65,415.66

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$65,415.66.

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to the Governor for the
administration of the State Highway Safety Agency.


Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

12-19-2022
Date

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

GOHS – Proposition 207
Equipment
Award Number: 2022-207-017
Amendment #: 2022-207-017-1 Revision #: 001

BOARD OF SUPERVISORS:

Jeff Serdy, Chairman

DATE: _____

ATTEST

Natasha Kennedy, Clerk

DATE: _____

Approved as to Form:

Deputy County Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Mark Lamb
Pinal County Sheriff's Office
971 North Jason Lopez Circle
Building C
Florence, Arizona 85132

PROJECT REFERENCE:

Contract Number: 2022-207-017
Total Estimated Costs: \$65,415.66
Purpose of Project: Proposition 207 funding will support
Capital Outlay: Two (2) Police Package BMW
Motorcycles and Materials & Supplies: Two (2)
Motorcycle Radars

Dear Sheriff Lamb,

Attached is one copy of the referenced Proposition 207 Funding Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 6);
4. As Agency Head, sign and date the signature page;
5. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

10-17-22

Date

Enclosures
jm



2022 CONTRACT 207 FUND

AGENCY Pinal County Sheriff's Office		GOHS CONTRACT NUMBER 2022-207-017	
ADDRESS 971 North Jason Lopez Circle, Bldg. C, Florence, AZ 85132		PROGRAM AREA 207 FUND	
AGENCY CONTACT Sergeant Darin Erickson		PHONE 520-886-5111	
GOHS GRANT COORDINATOR Jenise Moreno		PHONE 602-255-3206	
PURPOSE OF PROJECT Proposition 207 will support Capital Outlay Equipment: (2) Police Package BMW Motorcycles and (2) Motorcycle Radars			
BUDGET COST CATEGORY			Project Period CY 2022
1. Personnel Services			\$0.00
2. Employee Related Expenses (40%)			\$0.00
3. Professional and Outside Services			\$0.00
4. Travel In-State			\$0.00
5. Travel Out-of-State			\$0.00
6. Materials and Supplies Two (2) Motorcycle Radars			\$4,369.82
7. Capital Outlay Two (2) Police Package BMW Motorcycles			\$61,045.84
TOTAL ESTIMATED COSTS			\$65,415.66
CURRENT GRANT PERIOD	FROM: 10-1-2022		TO: 03-31-2023
TOTAL 207 FUNDS OBLIGATED THIS CY: \$65,415.66			
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.			

GOALS AND OBJECTIVES:

The Agency will make expenditures, to meet the outlined Program Goals/Objectives:

- (a) Reducing impaired driving, including conducting training programs and purchasing equipment for detecting testing and enforcing laws against driving, flying or boating while impaired.
- (b) Equipment, training and personnel costs for dedicated traffic enforcement.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

STATE CONTRACT:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS ENFORCEMENT REPORTING SYSTEM.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Calendar Year (December 31st)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. ***Note:*** Failure to comply with the outlined GOHS reporting requirements may result in withholding of State funds or termination of the Contract.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested. Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records. RCIs shall be delivered via email or mail with appropriate supporting documentation to the Governor's Office of Highway Safety. Final RCIs will not be accepted fifteen (15) days after the conclusion of each Calendar Year (December 31st). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept financial responsibility.**

PROJECT MONITORING:

207 Fund grant project monitoring is used by the GOHS project coordinator to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations. The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide

assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the calendar year. If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and submit via regular mail to the Director of the Governor's Office of Highway Safety. The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and submit the request via regular mail. All requests for modification must bear the signature of the Agency Head. **Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be negotiated with the Director of the Governor's Office of Highway Safety.**

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

PRESS RELEASE: Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE, and

WHEREAS, AGENCY has submitted an application for Funds for 207 funds projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of GOHS in monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit a Final Report on the Contract to include all financial, performance, and other reports required as a condition of the grant to GOHS within thirty (30) days of the completion of the Contract.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Administrator, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS, or unless otherwise provided elsewhere in this Contract.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply. The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated: In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract. The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.



Pinal County Sheriff's Office

Mark T. Lamb, Sheriff

November 8, 2022

PROJECT REFERENCE:

Contract Number: 2022-207-017

Dear Mr. Gutier,

Enclosed please find one original signed contract for Contract Number 2022-207-017.

Please email me a fully executed copy.

If there is anything else that is needed or required please contact me at (520) 866-5144 or via email at Linda.Martinez@pinal.gov.

Respectfully submitted,
Mark Lamb, Sheriff

A handwritten signature in blue ink that reads "Linda Martinez".

Linda Martinez
Grants Administrator

Enclosures: 1 Contract (Original)

cc: file

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Mark T. Lamb

Title: Sheriff

Telephone Number: (520) 866-5133

Fax: (520) 866-5100

E-mail Address: Mark.Lamb@pinal.gov

2. Agency's Fiscal Contact:

Name: Linda Martinez

Title: Grants Administrator

Telephone Number: (520) 866-5144

Fax: N/A

E-mail Address: Linda.Martinez@pinal.gov

Federal Identification Number: 86-6000556

3. Reimbursement information:

Warrant/Check to be made payable to:

Pinal County

Warrant/Check to be mailed to:

Pinal County Sheriff's Office

(Agency)

P.O. Box 867

(Address)

Florence, AZ 85132

(City, State, Zip Code)

Signature of Agency Head:

Mark Lamb, Sheriff
Pinal County Sheriff's Office

Date

Telephone

Signature of Secondary Official
(If applicable)

Jeffrey McClure, Chairman
Pinal County Board of Supervisors

Date

Telephone

AUTHORITY

1. This Project is authorized by A.R.S 36-2817 and regulations promulgated there under. The funds authorized for this Project have been appropriated and budgeted by the "Smart and Safe Arizona Act" The expenses are reimbursable under Proposition 207 passed into Arizona's Constitution November 30, 2020.

2. AGREEMENT AND AUTHORIZATION TO PROCEED

By State Official responsible to Governor for the
Administration of the State Highway Safety Agency


Alberto Culler
Alberto Culler, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

11-14-22
Approval Date

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – Proposition 207 Funding
Equipment - Motorcycles
Award Number: 2022-207-017**

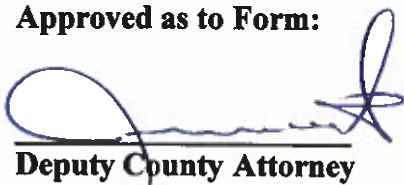
ATTEST



Natasha Kennedy, Clerk

DATE: 11/02/2022

Approved as to Form:



Deputy County Attorney



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 116

Dept. #: 2402156

Dept. Name: Sheriff's Office

Director: Mark Lamb

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval for the STEP Enforcement Award No. 2023-PTS-048 Amendment No. 2023-048 between the Governor's Office of Highway Safety and the Pinal County Sheriff's Office through the Pinal County Board of Supervisors. The amendment increases the award by \$50,000 for a total of \$158,493. The additional funds will be used for overtime and EREs to reduce traffic fatalities and injuries resulting from speeding, aggressive driving, and other risky driving behavior through enforcement. The acceptance requires an amendment to the FY 22/23 budget to transfer reserve appropriation only from Fund 213 (Grants/Project Contingency) to Fund 116 (Sheriff/Traffic Safety) to increase revenue and expenditure appropriations. 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
1/11/2023 9:27 AM	County Attorney	Yes
1/11/2023 10:25 AM	Grants/Hearings	Yes
1/12/2023 8:19 AM	Budget Office	Yes
1/13/2023 8:41 AM	County Manager	Yes
1/13/2023 9:01 AM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

<input type="checkbox"/>	BOS Grant Form - Amendment 2023-48
<input type="checkbox"/>	GOHS Award No. 2023-PTS-048 Amendment #: 2023-48
<input type="checkbox"/>	Budget Appropriation - GOHS 2023-PTS-48 Amendment 2023-48
<input type="checkbox"/>	GOHS Award No. 2023-PTS-048 Fully Executed
<input type="checkbox"/>	GOHS Award No. 2023-PTS-048 Amendment #: 2023-09 Fully Executed



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 _____



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

DATE: December 6, 2022

TO: Sheriff Mark Lamb
Pinal County Sheriff's Office
971 N. Jason Lopez Circle, Building C
Florence, Arizona 85132

TRANSMITTAL: Amendment Number: 2023-48
Effective Date: December 5, 2022
Revision Number: 002
Project Coordinator: Jenise Moreno
Contract Number: 2023-PTS-048
Program Area: STEP Enforcement

FROM: Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

NARRATIVE:

The purpose of this Amendment is to add funds to Personnel Services of \$40,216.00 and ERE of \$9,784.00 for the Pinal County Sheriff's overtime worked for STEP Enforcement.

There is an \$50,000.00 increase in Federal funds because of this Amendment.


ESTIMATED COSTS:

	<u>From</u>	<u>To</u>
I. Personnel Services (includes overtime)	\$72,388.00	\$112,604.00
II. Employee Related Expenses (ERE 24.33%)	\$17,612.00	\$27,396.00
III. Professional and Outside Services	\$9,130.00	\$9,130.00
IV. Travel In-State	\$0.00	\$0.00
V. Travel Out-of-State	\$0.00	\$0.00
VI. Materials and Supplies	\$9,362.96	\$9,362.96
VII. Capital Outlay	\$0.00	\$0.00
TOTAL ESTIMATED COSTS	<u>\$108,492.96</u>	<u>\$158,492.96</u>

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$158,492.96.

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to the Governor for the
administration of the State Highway Safety Agency.



Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

12-6-22

Date

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – STEP (SPEED) Enforcement
Overtime & EREs
Award Number: 2023-PTS-048
Amendment #: 2023-48**

BOARD OF SUPERVISORS:

Jeff Serdy, Chairman

DATE: _____

ATTEST

Natasha Kennedy, Clerk

DATE: _____

Approved as to Form:

Deputy County Attorney

**DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM**

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
22/23	Yes	1/25/2023	<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
116		2402156		421000	\$108,493	\$50,000	\$158,493
213		3311003		457990	\$22,047,391	(\$50,000)	\$21,997,391
Insert rows above this line and copy New Revised Budget formula down							
Net Source Adjustment						\$0	

Uses (Expenditures, Transfers Out, etc....)							
Fund		Cost Center	Sub Ledger	Object Code	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
116		2402156		511130	\$72,388	\$40,216	\$112,604
116		2402156		512010	\$6,100	\$3,077	\$9,177
116		2402156		512040	\$8,112	\$4,787	\$12,899
116		2402156		512070	\$3,400	\$1,920	\$5,320
116		2402156		524020	\$9,363	\$0	\$9,363
116		2402156		530370	\$9,130	\$0	\$9,130
213		3311003		599500	\$22,047,391	(\$50,000)	\$21,997,391
Insert rows above this line and copy New Revised Budget formula down							
Net Use Adjustment						\$0	

Net Change		\$0	
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Prepared by:	Linda Martinez	Date:	12/18/2022
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Explanation:	Budget Appropriation for: Governor's Highway Safety - STEP Enforcement Award 2023-PTS-048 Amendment No. 2023-48 between the Governor's Office of Highway Safety and Pinal County through the Pinal County Sheriff's. Amendment Amount \$50,000.00 (Overtime \$40,216.00 and ERE \$9,784.00) New Award Amount: \$158,492.96 (Overtime/ERE/Training/Equipment) Award Period id 10/01/22 - 09/30/23 Reimbursement CFDA #: 20.600
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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	COUNTY MANAGER APPROVAL	POSTED
BY: _____	BY: _____	BY: _____
DATE: _____	DATE: _____	DATE: _____



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Mark Lamb
Pinal County Sheriff's Office
971 N. Jason Lopez Circle, Building C
Florence, Arizona 85132

PROJECT REFERENCE:

Contract Number: 2023-PTS-048
Total Estimated Costs: \$90,000.00
Purpose of Project: STEP Enforcement

Dear Sheriff Lamb:

Attached are the following documents:

- a) One (1) fully executed original of the above-referenced contract
- b) Project Director's Manual

The Report of Costs Incurred (RCI Form) and RCI Instructions are located on the GOHS website at <https://gohs.az.gov/grant-opportunities>. Refer to the Contract and/or Project Directors Manual for instructions on completion and submission.

Please have your Project Administrator and Fiscal staff review and become familiar with the reporting requirements outlined in this Contract.

Please note that any equipment costing \$5,000.00 or more must comply with the Buy America Act as mandated by federal law.

You are hereby authorized to proceed under the terms of the Highway Safety Contract, effective on the "Authorization to Proceed Date" (i.e., the date of my signature on the last page of the contract as long as the signature is within the Federal Fiscal Year that this contract applies to) with an obligation of **\$90,000.00** in Federal funds.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

10-5-2022
Date

Enclosures
jm

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37523300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Pinal County Sheriff's Office	GOHS CONTRACT NUMBER: 2023-PTS-048
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ADDRESS
971 N. Jason Lopez Circle, Bldg. C, Florence, Arizona 85132

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT
Pinal County Board of Supervisors

AGENCY CONTACT:
Darin Erickson

ADDRESS
31 North Pinal Street, Florence, Arizona 85132

3. PROJECT TITLE:
STEP Enforcement

4. GUIDELINES:
402-Police Traffic Services (PTS)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses to enhance STEP Enforcement throughout Pinal County.

6. BUDGET COST CATEGORY	Project Period FFY 2023
I. Personnel Services	\$72,388.00
II. Employee Related Expenses (24.33%)	\$17,612.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$90,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
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CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$90,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 232

Total Population in city/town or county: 494,755

Total Road Mileage: Highway: 2,500 Local: 1,300 Total: 3,800

	2020	2019	2018
Total Crashes	1137	937	1,166
Total Injury Crashes	330	378	425
Total Fatal Crashes	11	14	11
Total Impaired-related Crashes	77	93	3
Total Impaired-related Serious Injuries	44	11	44
Total Impaired-related Fatalities	1	3	2
Total Speed-related Crashes	260	139	184
Total Speed-related Serious Injuries	68	73	88
Total Speed-related Fatalities	4	2	3

The data above represents: County ☒ City/Town ☐

Agency Problem/Attempts to Solve Problem:

Pinal County is a spoke in a major transportation hub, just 36 miles from Phoenix and 51 miles from Tucson, Arizona. Pinal County offers travelers over 300 miles worth of roadways. Pinal County continues to develop major roadways in the high population density areas like San Tan, Queen Creek, Gold Canyon, and Maricopa, Casa Grande, Florence and Eloy.

During 2020, there were 2.89 persons killed each day in Arizona in motor vehicle crashes. This number is representative of one person dying every 8 hours and 17 minutes. A total of 113 people were injured every day in crashes. According to the ADOT, in 2020, the estimated economic loss caused by collision totaled over one billion in Pinal County. Alcohol-related collisions were the leading cause of death for people between the ages of (20) twenty and (34) fifty four, and account for more than 31.03 percent of all fatal collisions in Pinal County. The continual growth of both residential and commercial areas is quickly shifting Pinal County from a rural to an urban community. This growth continues to place an extensive workload on law enforcement whose call load has increased significantly, therefore taking away the ability to be proactive in the area of traffic enforcement.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses to enhance STEP Enforcement throughout Pinal County.

How Agency Will Solve Problem with Funding:

With the support from the Governor's Office of Highway Safety, Pinal County Sheriff's Office can continue to provide sustain the diligent speed enforcement efforts that have shown success. Deputies will be deployed during peak hours and days of the week to work aggressive speed enforcement in areas that have been identified as problem areas.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speed related crashes 10% from 260 during calendar year 2021 to 234 by December 31, 2023.

To decrease the number of serious injuries in speeding-related crashes 10% from 68 in calendar year 2021 to 61 by December 31, 2023.

To decrease injuries the number of fatalities in speeding-related crashes 10 % from 4 in calendar year 2021 to 3 by December 31, 2023.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2742 in FFY 2021 to 3016 during FFY 2023.

Conduct targeted speed enforcement efforts a minimum of 18 times per month during FFY 2023.

Additional Contract Objectives:

1. The PCSO Traffic Unit will host an annual Multi-Agency AZPOST Advanced Collision school.
2. The PCSO Traffic Unit will teach a minimum of 2 high school driver's education classes.
3. The PCSO Traffic Unit will teach a minimum of 2 radar/lidar classes to patrol officers.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses to enhance STEP Enforcement throughout Pinal County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Pinal County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Pinal County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Pinal County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Pinal County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Lamb, Sheriff, Pinal County Sheriff's Office , shall serve as Project Director.

Darin Erickson, Sergeant, Pinal County Sheriff's Office , shall serve as Project Administrator.

Jenise Moreno, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$72,388.00
II.	Employee Related Expenses (24.33%)	\$17,612.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$90,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$90,000.00.

QUARTERLY ENFORCEMENT REPORT CHART
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official Preparing the Report of Cost Incurred:**Name: Mark T. LambTitle: SheriffTelephone Number: (520) 866-5133Fax: (520) 866-5100E-mail Address: Mark.Lamb@pinal.gov**2. Agency's Fiscal contact:**Name: Jessica MontanaroTitle: Grants SpecialistTelephone Number: (520) 866-5216Fax: N/AE-mail Address: Jessica.Montanaro@pinal.govFederal Identification Number: 86-6000556**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Pinal County

Warrant/Check to be mailed to:

Pinal County Sheriff's Office
(Agency)P.O. Box 867
(Address)Florence, AZ 85132
(City, State, Zip Code)**4. Unique Entity Identifier:**GX4FM9VOD7W3

(Unique Entity Identifier)

Pinal, County of 31 N. Pinal Street, Florence, AZ 85132-3027
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

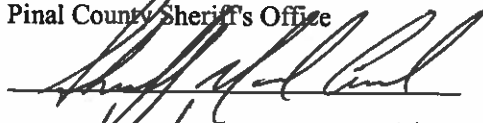
Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

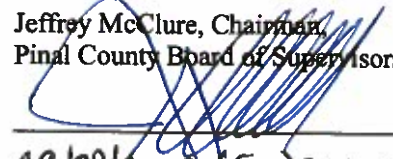
Signature of Project Director:

Mark Lamb, Sheriff
Pinal County Sheriff's Office


08/30/22 520-866-5133
Date Telephone

**Signature of Authorized Official of
Governmental Unit:**

Jeffrey McClure, Chairman,
Pinal County Board of Supervisors


09/28/2022 520-866-10008
Date Telephone

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – STEP (SPEED) Enforcement
Overtime & EREs
Award Number: 2023-PTS-048**

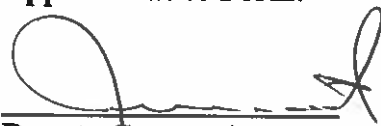
ATTEST



Natasha Kennedy, Clerk

DATE: 09/28/2022

Approved as to Form:



Deputy County Attorney

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:**

Authorization to Proceed Date

- B. FEDERAL FUNDS:**

\$90,000.00

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency



Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

10-5-2022
Approval Date



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

DATE: October 5, 2022

TRANSMITTAL: Amendment Number: 2023-09
Effective Date: October 1, 2022
Revision Number: 001
Project Coordinator: Jenise Moreno
Contract Number: 2023-PTS-048
Program Area: STEP Enforcement

TO: Sheriff Mark Lamb
Pinal County Sheriff's Office
971 N. Jason Lopez Circle, Building C
Florence, Arizona 85132

FROM: Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

NARRATIVE:

The purpose of this Amendment is to add funds to Professional & Outside Services of \$9,130.00 for FARO Training and Materials & Supplies of \$9,362.96 for four (4) ProLaser LIDARs and accessories.

There is an \$18,492.96 increase/decrease in Federal funds because of this Amendment.

ESTIMATED COSTS:

	From	To
I. Personnel Services (includes overtime)	\$72,388.00	\$72,388.00
II. Employee Related Expenses (ERE 24.33%)	\$17,612.00	\$17,612.00
III. Professional and Outside Services – FARO Training	\$0.00	\$9,130.00
IV. Travel In-State	\$0.00	\$0.00
V. Travel Out-of-State	\$0.00	\$0.00
VI. Materials and Supplies – 4 ProLaser LIDAR units	\$0.00	\$9,362.96
VII. Capital Outlay	\$0.00	\$0.00

TOTAL ESTIMATED COSTS \$90,000.00 \$108,492.96

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pinal County Sheriff's Office shall absorb any and all expenditures in excess of \$108,492.96.

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to the Governor for the
administration of the State Highway Safety Agency.

Alberto Gutier, Director
Governor's Highway Safety Representative
Governor's Office of Highway Safety

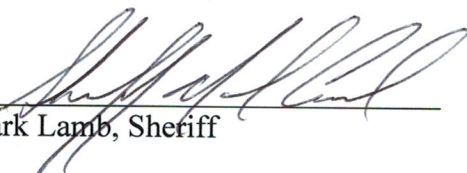
10-8-22

Date

**OFFICE OF HIGHWAY SAFETY
HIGHWAY SAFETY**

**GOHS – STEP (SPEED) Enforcement
Overtime & EREs
Award Number: 2023-PTS-048
Amendment #: 2023-09**

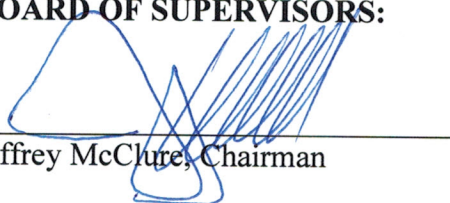
Pinal County Sheriff's Office:



Mark Lamb, Sheriff

DATE: 10/07/2022

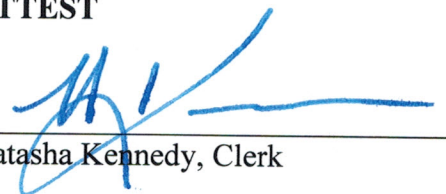
BOARD OF SUPERVISORS:



Jeffrey McClure, Chairman

DATE: 11/02/2022

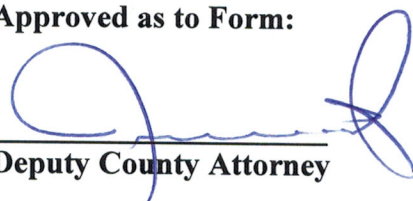
ATTEST



Natasha Kennedy, Clerk

DATE: 11/02/2022

Approved as to Form:



Deputy County Attorney



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

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

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

☐ [Agenda Packet](#)



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY FLOOD CONTROL DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, February 1, 2023

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 Purchase Agreement in the amount of \$17,930 payable Hanini Enterprise LLC a New Jersey Limited Liability Company, for full purchase of parcel number 511-61-2660, in unincorporated area of Arizona City. Parcel is being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area on Henness and Loma Vista. Supervisor District #4. (FL22-023) (Joshua Plumb/Andrew Smith)
- * B. Discussion/approval/disapproval of Purchase Agreement in the amount of \$72,000 payable to Ruth Ilas and Filaret Ilas, wife and husband, as community property with full right of survivorship, for full purchase of parcel numbers 511-61-2560, 511-61-25-2570, 511-61-2580, and 511-61-2590, in unincorporated area of Arizona City. Parcel is being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area on Henness and Loma Vista. Supervisor District #4. (FL22-024) (Joshua Plumb/Andrew Smith)

ADJOURNMENT

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

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

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

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County

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

Meeting Notice of Posting



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 68

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Purchase Agreement in the amount of \$17,930 payable Hanini Enterprise LLC a New Jersey Limited Liability Company, for full purchase of parcel number 511-61-2660, in unincorporated area of Arizona City. Parcel is being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area on Henness and Loma Vista. Supervisor District #4. (FL22-023) (Joshua Plumb/Andrew Smith)

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

There are no expected fiscal considerations or impacts to General Fund associated with this agenda item.

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

There are no expected performance impacts associated with this agenda item.

MOTION:

Approve as presented

History	Who	Approval
Time		
1/23/2023 12:34 PM	County Attorney	Yes
1/23/2023 1:29 PM	Budget Office	Yes
1/23/2023 3:57 PM	County Manager	Yes
1/24/2023 9:13 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Agreement](#)

☐ [PM](#)

Pinal County Flood Control District
PURCHASE AGREEMENT

Title Company Security Title Agency
Address 2415 E. Camelback Rd
City Phoenix, AZ State AZ
Escrow Officer Jason Bryant
File No. 15-22-036-015-AA-SW 18220390
Grantor Hanini Enterprise, LLC a New Jersey Limited Liability Company
Address 87 Halsey St. Newark, NJ 07102

Date: 1/18/2023
(to be completed by Title Company, if applicable)
Zip Code 85106
Phone/Email 602-230-6297 Email: Jbryant@securitytitle.com
Fax No. _____

Phone/Fax/Mobile _____ Fax: _____ Email: thafer@hanini.com

Grantee: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona
Mailing Address: Pinal County Public Works Dept., Attn: Mayra Madrid, Real Estate Section, P.O. Box 727, Florence, AZ 85132

Pinal County Flood Control District (PCFCD) shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees	<u>0.00</u>	
Title Policy Fees	<u>0.00</u>	
TOTAL ESCROW & TITLE FEES:		<u>Paid by PCFCD</u>

Recording Fees		
Deed	<u>0.00</u>	
Easement	<u>0.00</u>	
Release	<u>0.00</u>	
	<u>0.00</u>	
	<u>0.00</u>	
TOTAL RECORDING FEES:		<u>Paid by PCFCD</u>

Other Charges		
Release Fees	<u>0.00</u>	
SRVWUA Fee	<u>0.00</u>	
Prorated Taxes/Dates	<u>0.00</u>	
	<u>0</u>	
TOTAL OTHER CHARGES:		<u>Paid by PCFCD</u>

Subtotal Fees	<u>\$0.00</u>
---------------	---------------

Title Report Credit	<u>\$0.00</u>
Total Closing Costs	<u>\$0.00</u>
	<u>0.00</u>

Total Purchase of Parcel(s)	
APN # 511-61-2660	<u>\$16,300.00</u>
Administrative Settlement	<u>\$1630.00</u>
Total Purchase Price	<u>\$17,930.00</u>
TOTAL WARRANT**	<u>\$17,930.00</u>

Escrow and title policy fees based on this amount only.

*Sum of "Total Closing Costs" and "Total Purchase Price" only.

Exhibit "A", the legal description of the parcel(s) being purchased, is attached hereto and made a part hereof.

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

☒ **Total Acquisition of Grantor's Property:** Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

☐ **Partial Acquisition of Grantor's Property:** Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of PCFCD, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within PCFCD partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

☐ **Easement(s):** Consent to easement(s) by secured party(ies).

☐ **Other Disbursements:**

☐ **Security Deposits and Prepaid Rents, if Applicable:** Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

Possession Date: Close of escrow/date of recording.

Special Conditions Right of Way Contract Yes ☐ No ☒

Entry Agreement*** Yes ☐ No ☒

*** If yes, PCFCD shall pay statutory interest on the "Total Purchase Price" from _____ to the close of escrow/date of recording directly to Grantor by separate warrant.

☐ **Special Instructions/Information:**

PROJECT: AZ City Flood Project LOCATION: 12383 W Loma Vista Dr, Arizona City, AZ 85123
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-61-2660

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

N/A The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees, or charges to be paid to the homeowners' association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

X The Escrow Agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

X The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

X The Escrow Agent is to withhold **\$0.00** as a cost to cure and/or site-clearance deposit pending satisfactory delivery of the subject property to the PCFCD by the Grantor. The cost to cure and/or site-clearance is described as N/A. PCFCD will make written authorization to the Escrow Agent for disbursement of the cost to cure and/or site-clearance deposit in accordance with this agreement, after PCFCD acceptance of delivery and possession of the subject property.

N/A The Grantor is to notify the PCFCD, of the date Grantor intends to vacate the subject property.

N/A If cost-to-cure moneys have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the PCFCD, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the PCFCD to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this paragraph.

X The PCFCD will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the PCFCD and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the PCFCD and the final filing and recording of the documents.

X The Escrow Agent shall request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

X The Escrow Agent shall furnish the PCFCD a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the PCFCD".

N/A If the PCFCD is acquiring only a portion of Grantor's property, then Grantor grants to the PCFCD, its agents, employees and contractors, the right to enter Grantor's remaining property as necessary for utility reconnection, driveway reconnection, facilitating removal of buildings or appurtenances where portions of acquired buildings or appurtenances are situated on Grantor's remaining property, and to facilitate sound wall construction on adjacent PCFCD-owned right of way, if required. It is further understood and agreed that this temporary right will expire and terminate thirty (30) days after completion of PCFCD's project.

X It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the PCFCD.

X PCFCD is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

1. I ☐ am ☒ am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of acquisition. If aware of such improvements, please provide any information that may assist in locating same.
2. Well(s) ☐ Yes ☒ No Well Registration No(s): 55-
3. Irrigation Water Rights ☐ Yes ☒ No IGR Number: 58-
4. Well is located ☐ within the acquisition area, ☐ outside the acquisition area. N/A

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to process and record the transfer of the well or irrigation water rights located within the acquisition area to PCFCD.

5. ☐ Yes ☐ No Addendum attached hereto and made part hereof.
6. ☐ Notice of Pending Sale pursuant to A.R.S 33-1806.

GRANTOR: HANINI ENTERPRISE, LLC
a New Jersey Limited Liability Company

By: THASER HANINI

Its: MEMBER

Signature

Date: 1/10/23

GRANTEE: PINAL COUNTY FLOOD CONTROL
DISTRICT, a political subdivision of the
State of Arizona

By: _____
Jeffrey McClure, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: [Signature]
Escrow Officer

1/18/2023
Date

PROJECT: AZ City Flood Project LOCATION: 12383 W Loma Vista Dr, Arizona City, AZ 85123
PROJECT NUMBERS: Pinal County Project # 60685002

PARCEL: 511-61-2660

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

- 1. I ☐ am ☐ am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of acquisition. If aware of such improvements, please provide any information that may assist in locating same.
- 2. Well(s) ☐ Yes ☐ No Well Registration No(s): 55-
- 3. Irrigation Water Rights ☐ Yes ☐ No IGR Number: 58-
- 4. Well is located ☐ within the acquisition area, ☐ outside the acquisition area.

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to process and record the transfer of the well or irrigation water rights located within the acquisition area to PCFCD.

- 5. ☐ Yes ☐ No Addendum attached hereto and made part hereof.
- 6. ☐ Notice of Pending Sale pursuant to A.R.S 33-1806.

GRANTOR: HANINI ENTERPRISE, LLC
a New Jersey Limited Liability Company

GRANTEE: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona

By: _____

Its: _____

Signature

Date: _____

By: _____
Jeff Serdy, Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted: _____
Escrow Officer Date

PROJECT: AZ City Flood Project LOCATION: 12383 W Loma Vista Dr, Arizona City, AZ 85123 PARCEL: 511-61-2660
PROJECT NUMBERS: Pinal County Project # 60685002

EXHIBIT A

DESCRIPTION

THE PROPERTY DESCRIBED AS A PORTION OF PARCEL 1, IN WARRANTY DEED RECORDED AS FEE NUMBER 2007-063364 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID WARRANTY DEED AS FOLLOWS:

LOT 266, OF ARIZONA CITY UNIT FOURTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



511-61-266

HANINI ENTERPRISE LLC

W LOMA VISTA DR

NAP

511612640

511612650

Parcel #:
511-61-266

511612670

511612680

Page 34 of 50

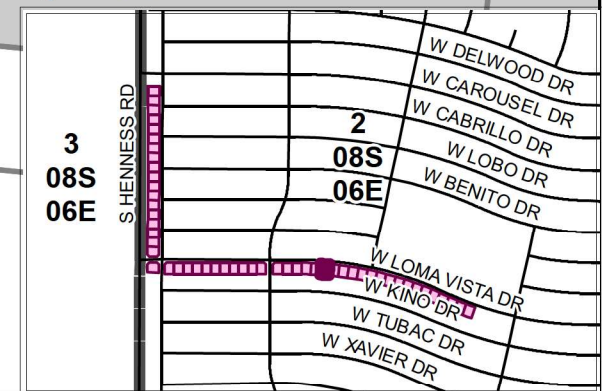
511613090

511613080

511613070

PAGE 34 of 50

Page 268





AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 68

Dept. #: 311

Dept. Name: Public Works

Director: Andrew Smith

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Purchase Agreement in the amount of \$72,000 payable to Ruth Ilas and Filaret Ilas, wife and husband, as community property with full right of survivorship, for full purchase of parcel numbers 511-61-2560, 511-61-25-2570, 511-61-2580, and 511-61-2590, in unincorporated area of Arizona City. Parcel is being purchased for construction of a regional flood control solution affecting approximately 50 parcels in the area on Henness and Loma Vista. Supervisor District #4. (FL22-024) (Joshua Plumb/Andrew Smith)

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

There are no 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 as presented

History	Who	Approval
Time		
1/23/2023 12:35 PM	County Attorney	Yes
1/23/2023 1:30 PM	Budget Office	Yes
1/23/2023 3:56 PM	County Manager	Yes
1/24/2023 9:13 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Agreement](#)

☐ [PM](#)

Pinal County Flood Control District

PURCHASE AGREEMENT

Title Company Security Title Agency
 Address 2415 E. Camelback Rd
 City Phoenix, AZ State AZ
 Escrow Officer Jason Bryant
 Escrow No. _____
 Grantor Ruth Ilas and Filaret Ilas, wife and husband, as community property with full right of survivorship
 Phone/Fax/Mobile _____ Fax: _____ Email: _____

Date: 2/1/23
 (to be completed by Title Company, if applicable)
 Zip Code 85106
 Phone/Email 602-230-6297 Email: Jbryant@securitytitle.com
 Fax No. _____

Grantee: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona
 Mailing Address: Pinal County Public Works Dept., Attn: Cindy Perez, Real Estate Section, P.O. Box 727, Florence, AZ 85132

Pinal County Flood Control District (PCFCD) shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees	<u>0.00</u>	
Title Policy Fees	<u>0.00</u>	
TOTAL ESCROW & TITLE FEES:		<u>Paid by FCFC</u>

Recording Fees		
Deed	<u>0.00</u>	
Easement	<u>0.00</u>	
Release	<u>0.00</u>	
	<u>0.00</u>	
	<u>0.00</u>	
TOTAL RECORDING FEES:		<u>Paid by FCFC</u>

Other Charges		
Release Fees	<u>0.00</u>	
SRVWUA Fee	<u>0.00</u>	
Prorated Taxes/Dates	<u>0.00</u>	
	<u>0</u>	
TOTAL OTHER CHARGES:		<u>Paid by PCFCD</u>

Subtotal Fees	<u>\$0.00</u>
---------------	---------------

Title Report Credit	<u>\$0.00</u>
Total Closing Costs	<u>\$0.00</u>
	<u>0.00</u>

<u>Total Purchase of Parcel(s)</u>	
APN # 511-61-2560, 511-61-2570,	
511-61-2580 and 511-61-2590	<u>\$64,000.00</u>
Settlement Amount	

Total Purchase Price	<u>\$72,000.00</u>
TOTAL WARRANT**	<u>\$72,000.00</u>

* Escrow and title policy fees based on this amount only.
 **Sum of "Total Closing Costs" and "Total Purchase Price" only.

Exhibit "A", the legal description of the parcel(s) being purchased, is attached hereto and made a part hereof.

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

☒ **Total Acquisition of Grantor's Property:** Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

☐ **Partial Acquisition of Grantor's Property:** Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of PCFCD, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within PCFCD partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

☐ **Easement(s):** Consent to easement(s) by secured party(ies).

☐ **Other Disbursements:**

☐ **Security Deposits and Prepaid Rents, if Applicable:** Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

Possession Date: Close of escrow/date of recording.

Special Conditions Right of Way Contract Yes ☐ No ☒
 Entry Agreement*** Yes ☐ No ☒

*** If yes, PCFCD shall pay statutory interest on the "Total Purchase Price" from \$8,000.00 to the close of escrow/date of recording directly to Grantor by separate warrant.

☐ **Special Instructions/Information:**

PROJECT: AZ City Flood Project SECTION: Henness Road /Loma Vista Dr.
 PROJECT NUMBERS: Pinal County Project # 60685002

PARCELS: 511-61-2560, 511-61-2570
 511-61-280 AND 511-61-2590.

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

N/A The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees, or charges to be paid to the homeowners' association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

X The Escrow Agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

X The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

X The Escrow Agent is to withhold **\$0.00** as a cost to cure and/or site-clearance deposit pending satisfactory delivery of the subject property to the PCFCD by the Grantor. The cost to cure and/or site-clearance is described as N/A. PCFCD will make written authorization to the Escrow Agent for disbursement of the cost to cure and/or site-clearance deposit in accordance with this agreement, after PCFCD acceptance of delivery and possession of the subject property.

N/A The Grantor is to notify the PCFCD, of the date Grantor intends to vacate the subject property.

N/A If cost-to-cure moneys have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the PCFCD, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the PCFCD to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this paragraph.

X The PCFCD will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the PCFCD and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the PCFCD and the final filing and recording of the documents.

X The Escrow Agent shall request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

X The Escrow Agent shall furnish the PCFCD a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the PCFCD".

N/A If the PCFCD is acquiring only a portion of Grantor's property, then Grantor grants to the PCFCD, its agents, employees and contractors, the right to enter Grantor's remaining property as necessary for utility reconnection, driveway reconnection, facilitating removal of buildings or appurtenances where portions of acquired buildings or appurtenances are situated on Grantor's remaining property, and to facilitate sound wall construction on adjacent PCFCD-owned right of way, if required. It is further understood and agreed that this temporary right will expire and terminate thirty (30) days after completion of PCFCD's project.

X It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the PCFCD.

X PCFCD is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

PROJECT: AZ City Flood Project SECTION: Henness Road /Loma Vista Dr.
PROJECT NUMBERS: Pinal County Project # 60685002

PARCELS: 511-61-2560, 511-61-2570
511-61-280 AND 511-61-2590.

GRANTOR SUBSURFACE IMPROVEMENT DISCLOSURE

1. I ☐ am ☒ am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of acquisition. If aware of such improvements, please provide any information that may assist in locating same.
2. Well(s) ☐ Yes ☒ No Well Registration No(s): 55-
3. Irrigation Water Rights ☐ Yes ☒ No IGR Number: 58-
4. Well is located ☐ within the acquisition area, ☐ outside the acquisition area.

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to process and record the transfer of the well or irrigation water rights located within the acquisition area to PCFCD.

5. ☐ Yes, ☐ No Addendum attached hereto and made part hereof.
6. ☐ Notice of Pending Sale pursuant to A.R.S 33-1806.

GRANTOR: Ruth Ilas and Filaret Ilas, wife and husband, as community property with full right of survivorship.


Signature

Date: 01-10-2023


Signature

Date: 01-10-2023

GRANTEE: PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona

By: _____
Jeff Serdy, Chairman of the Board


Date: _____

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Accepted:  1/18/2023
Escrow Officer Date

PROJECT: AZ City Flood Project SECTION: Henness Road /Loma Vista Dr.
PROJECT NUMBERS: Pinal County Project # 60685002

PARCELS: 511-61-2560, 511-61-2570
511-61-280 AND 511-61-2590.

Exhibit A

DESCRIPTION

THE PROPERTY DESCRIBED IN QUIT-CLAIM DEED RECORDED AS FEE NUMBER 2020-000573 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID QUIT-CLAIM DEED AS FOLLOWS:

LOT 256, OF ARIZONA CITY UNIT FOURTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

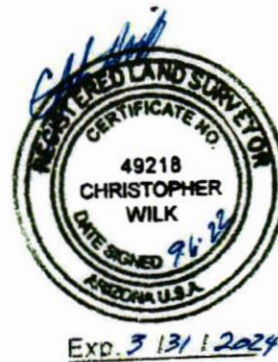


Exhibit A - contd

DESCRIPTION

THE PROPERTY DESCRIBED IN QUIT-CLAIM DEED RECORDED AS FEE NUMBER 2020-000573 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID QUIT-CLAIM DEED AS FOLLOWS:

LOT 257, OF ARIZONA CITY UNIT FOURTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

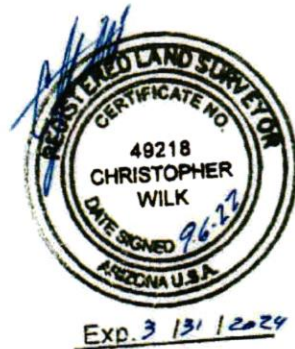


Exhibit A - cntd

DESCRIPTION

THE PROPERTY DESCRIBED IN QUIT-CLAIM DEED RECORDED AS FEE NUMBER 2020-000573 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID QUIT-CLAIM DEED AS FOLLOWS:

LOT 258, OF ARIZONA CITY UNIT FOURTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.

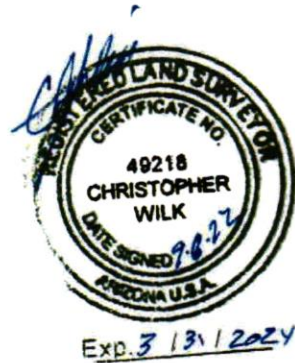
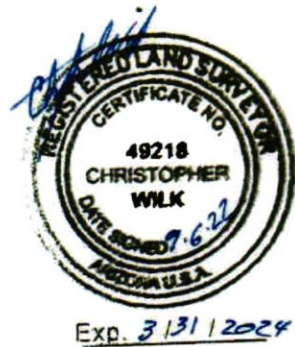


Exhibit A - cntd

DESCRIPTION

THE PROPERTY DESCRIBED IN QUIT-CLAIM DEED RECORDED AS FEE NUMBER 2020-000573 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. PROPERTY DESCRIBED IN SAID QUIT-CLAIM DEED AS FOLLOWS:

LOT 259, OF ARIZONA CITY UNIT FOURTEEN, ACCORDING TO THE PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.



511-61-256

ILAS RUTH & FILARET

W LOMA VISTA DR

NAP

511612540

511612550

**Parcel #:
511-61-256**

511612570

511612580

Page 24 of 50

511612450

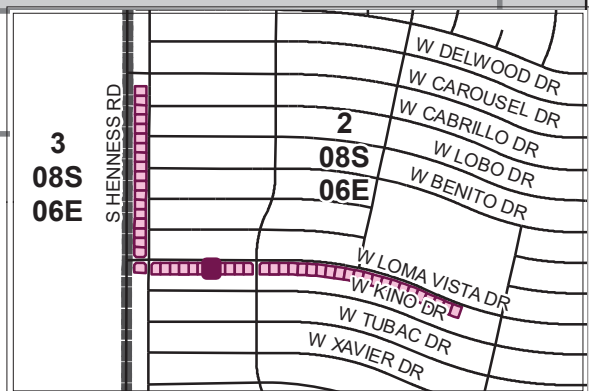
511612440

511612430

PAGE

24 of 50

Page 298



511-61-257

ILAS RUTH & FILARET

W LOMA VISTA DR

NAP

511612550

511612560

**Parcel #:
511-61-257**

511612580

511612590

Page 25 of 50

511612440

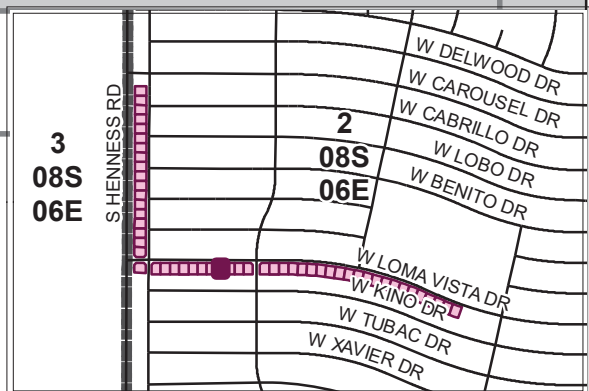
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511612420

PAGE

25 of 50

Page 209



511-61-258

ILAS RUTH & FILARET

W LOMA VISTA DR

NAP

511612560

511612570

**Parcel #:
511-61-258**

511612590

511612600

Page 26 of 50

511612430

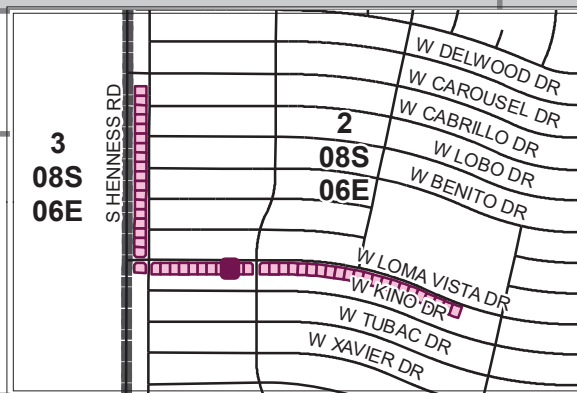
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PAGE

26 of 50

Page 26 of 50



511-61-259

ILAS RUTH & FILARET

W LOMA VISTA DR

NAP

511612570

511612580

Parcel #:
511-61-259

511612600

Page 27 of 50

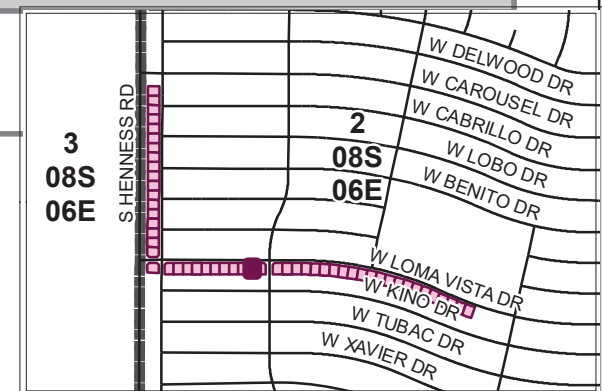
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511612400

PAGE 27 of 50

Page 281





AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

☐ [Notice of Posting](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

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

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

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

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, February 1, 2023 at 9:30 a.m.** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132.

Board Meetings are broadcasted live and the public may access the meeting at <https://www.pinal.gov/396/Meeting-Videos>

Board Agendas are available at <https://www.pinal.gov/411/Agendas-Minutes>

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

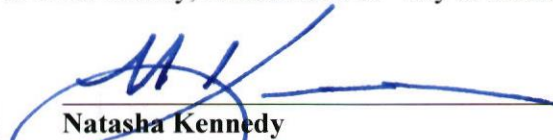
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, January 27, 2023, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Library District Agenda, Public Health Services District Agenda, and Executive Session as follows:

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

WITNESS my official signature and corporate seal of Pinal County, Arizona this 27th day of January, 2023.




Natasha Kennedy
Clerk of the Board
Board of Supervisors of Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068
www.pinal.gov



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Library District

Director: Shawn Flecken

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting of the Pinal County Library District Board of Directors. (Shawn Flecken/Himanshu Patel)

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

☐ [Agenda Packet](#)



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY LIBRARY DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, February 1, 2023

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 the January 4, 2023, Board of Directors Library District meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Award No. SGIA-23-A-12 for FY 2022/23 State Grants-in-Aid funding between the Arizona State Library, Archives, and Public Records and the Pinal County Library District, through the Pinal County Board of Supervisors as the Library District Board, beginning July 1, 2022, ending June 30, 2023, for \$25,000. The funds will be used for resource sharing, extended services, continuing education, postage, outreach, automation, supplies, library programs and materials. The grant has been appropriately budgeted in FY 22/23. (Shawn Flecken/Himanshu Patel)

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

February 1, 2023 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 the January 4, 2023, 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

ATTACHMENTS:

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☐ [Minutes LD](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY LIBRARY DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, January 4, 2023
10:45 AM**

BOARD OF DIRECTORS

Chairman Jeff Serdy
Director, District 5

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

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 10:45 a.m. this date. The meeting was called to order by Chairman Serdy.

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

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

Item Action: Approved as presented Consent Agenda Items A and B

Motion Made By: Supervisor McClure

Seconded By: Supervisor Miller

To approve as presented Consent Agenda Items A and B.

Motion Passed

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

- * A. Discussion/approval/disapproval of Minutes from the July 6, 2022, Board of Directors Library District meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval to submit a grant application to the Arizona State Library, Archives, and Public Records for \$25,000 through the State Grants in Aid program. Pinal County Library District will share the funds equally among the district's member libraries for materials, equipment, programs, and services. (Shawn Flecken/Himanshu Patel)

10:46 a.m. – Chairman Serdy adjourned the January 4, 2023, Pinal County Library District Board of Directors Meeting and convened the Pinal County Public Health Services District Board of Directors Meeting.

**PINAL COUNTY
LIBRARY DISTRICT
BOARD OF DIRECTORS**

Jeff Serdy, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: February 1, 2023



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 76

Dept. #: 3570234

Dept. Name: Library District

Director: Shawn Flecken

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Award No. SGIA-23-A-12 for FY 2022/23 State Grants-in-Aid funding between the Arizona State Library, Archives, and Public Records and the Pinal County Library District, through the Pinal County Board of Supervisors as the Library District Board, beginning July 1, 2022, ending June 30, 2023, for \$25,000. The funds will be used for resource sharing, extended services, continuing education, postage, outreach, automation, supplies, library programs and materials. The grant has been appropriately budgeted in FY 22/23. (Shawn Flecken/Himanshu Patel)

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

There is no impact for the General Fund, since the Library District is a Special Revenue Fund. The request does not require a budget appropriation as the grant was budgeted into the FY 22/23 budget.

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

N/A

MOTION:

Approve as presented.

History	Who	Approval
Time		
1/19/2023 5:12 PM	County Attorney	Yes
1/20/2023 7:20 AM	Grants/Hearings	Yes
1/20/2023 8:09 AM	Budget Office	Yes
1/20/2023 12:34 PM	County Manager	Yes
1/23/2023 12:33 PM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Grant Request Form](#)

☐ [SGIA 2022/3 Cover Letter](#)



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 _____

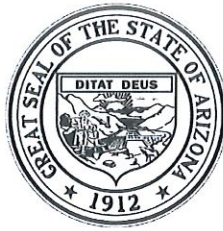
Resolution required _____

Request to accept the award _____

Request to approve/sign an agreement _____

Budget Amendment required _____

Program/Project update and information _____



KATIE HOBBS
SECRETARY OF STATE

Award Notification for State Grants-in-Aid

Library Name & Address: Pinal County Library District		State Project Number: SGIA 23-A-12	
Project Name: SGIA 2023		Project Manager: Alexander Conrad	
Program Information: http://www.azlibrary.gov/libdev/funding/sgia		Amount Awarded: \$25,000	
Period of Performance: July 1, 2022 to June 30, 2023		Final Report Due: July 31, 2023	
Contact for LSTA grant questions: Janet "Jaime" Ball, Grants Consultant	Phone: 602-542-6266		Email: jball@azlibrary.gov

Please acknowledge State Grants-in-Aid as follows:

This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.

Holly Henley

Holly Henley, State Librarian & Director of Library Services

7/27/22

Date

LIBRARY DEVELOPMENT - HOLLY HENLEY, STATE LIBRARIAN
Arizona State Library, Archives and Public Records
1700 W. Washington St., B-002
Phoenix, AZ 85007
Telephone: (602) 542-6200
www.azlibrary.gov



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

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☐ [Notice of Posting](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

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

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

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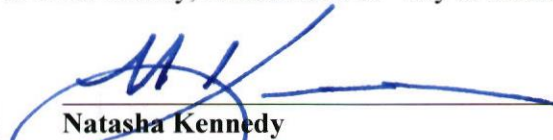
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, January 27, 2023, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Library District Agenda, Public Health Services District Agenda, and Executive Session as follows:

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2. County website under Meetings located at www.pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

WITNESS my official signature and corporate seal of Pinal County, Arizona this 27th day of January, 2023.




Natasha Kennedy
Clerk of the Board
Board of Supervisors of Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068
www.pinal.gov



AGENDA ITEM

February 1, 2023 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:

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	Who	Approval
Time		

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, February 1, 2023

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 the Public Health Annual Report for FY 2021 - 2022. Per the Arizona Revised Statutes, Title 36 the Public Health Director shall submit an Annual Report describing the activities of the department during the fiscal year. Annual Report for FY 2021 - 2022 (pdf 23 pages) is attached. (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.

Meeting Notice of Posting



AGENDA ITEM

February 1, 2023 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 of the Public Health Annual Report for FY 2021 - 2022. Per the Arizona Revised Statutes, Title 36 the Public Health Director shall submit an Annual Report describing the activities of the department during the fiscal year. Annual Report for FY 2021 - 2022 (pdf 23 pages) is attached. (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:

Approve as presented

History	Who	Approval
Time		
1/20/2023 3:06 PM	County Attorney	Yes
1/23/2023 3:52 PM	County Manager	Yes
1/24/2023 9:23 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ [Annual Report](#)



**Pinal County Public
Health Services District**

2021-2022

ANNUAL REPORT



**WORKING TO PROMOTE, PROTECT, AND IMPROVE HEALTH AND
WELL-BEING FOR ALL IN OUR COMMUNITY**

Message from the Director

Each year the annual report allows us to reflect on the previous year – of challenges met, and accomplishments made with our community. Public health staff persevered through the most challenging time in our history and I could not be prouder of all that was accomplished.



The year July 1, 2021 to June 30, 2022 became “more than a COVID response” as we moved into pandemic recovery. The work of reducing and preventing disease is different from promoting wellness. In 2022, we were fortunate to begin resuming many of our routine public health programs and services with an emphasis on promoting health and well-being.

We welcomed new public health team members and celebrated the perseverance of experienced staff. The work we do happens all year, in many different places. Through our collaborative efforts, we strengthened community relationships and developed new partnerships. We recognize more than ever that we need each other to be healthier together.

On behalf of the Pinal County Public Health team, it is my pleasure to share the 2021 to 2022 annual public health report. We hope our work reflects our gratitude for the opportunity to serve our Pinal community and offers optimism for good health.

Sincerely,

Tascha Spears Ph.D., RN

Tascha Spears, Ph.D., RN

DEPARTMENTS

Nutrition and Vital Records

Division Manager: **Merissa Mendoza, MPA, RDN, IBCLC**

Vital Records

- 9,102 Birth certificates printed and provided compared with 6,468 the previous year
- 15,409 Death certificates printed and provided compared with 12,540 the previous year

Women, Infants and Children (WIC) and Breast Feeding Peer Counseling (BFPC)

- **84,632 women, infants, and children served**
- Answered thousands of calls from WIC participants with questions and concerns about the formula recall that started in mid-February.
- Assisted clients with exchanging formula benefits to an available comparable formula.
 - March – 1,013
 - April – 895
 - May – 860
 - June – 778
- Return to offering in-person services for WIC – enrollments, height and weight checks, nutrition education, hemoglobin checks, and breastfeeding support
- Remodel of WIC offices in Apache Junction
- WIC Breastfeeding program and the Breastfeeding Peer Counselor program hosted a virtual event for clients to celebrate World Breastfeeding Week (August 1-7).

Community partners, included First Things First, Pinal County Maternal and Child Health, and The University of Arizona Cooperative Extension



Commodity Supplemental Food Program (CSFP)

- July 2021-December 2021 - 1,518 participants received a CSFP box in Oracle, Superior, and Kearny
- Over \$2,400 of extra food received to distribute to participate



- January 2022 – CSFP program transitioned to other community partners for continued distribution of senior food boxes

CLINICS

Division Manager: Carey Lennon ND, WHNP-BC

PRIMARY SERVICES AND LOCATIONS

Immunizations

- Vaccine for Children (VFC) & Vaccine for Adults (VFA) programs provide free immunizations, to include COVID-19, for uninsured & underinsured.

Tuberculosis Testing

- Tuberculin skin testing (TST) to screen for tuberculosis infection

Health Services

- Breast & cervical cancer screening
- Pregnancy testing and counseling
- STI/HIV testing, treatment and referrals
- Birth control methods & counseling
- Reproductive health counseling education for men and women
- Breast & pelvic exams

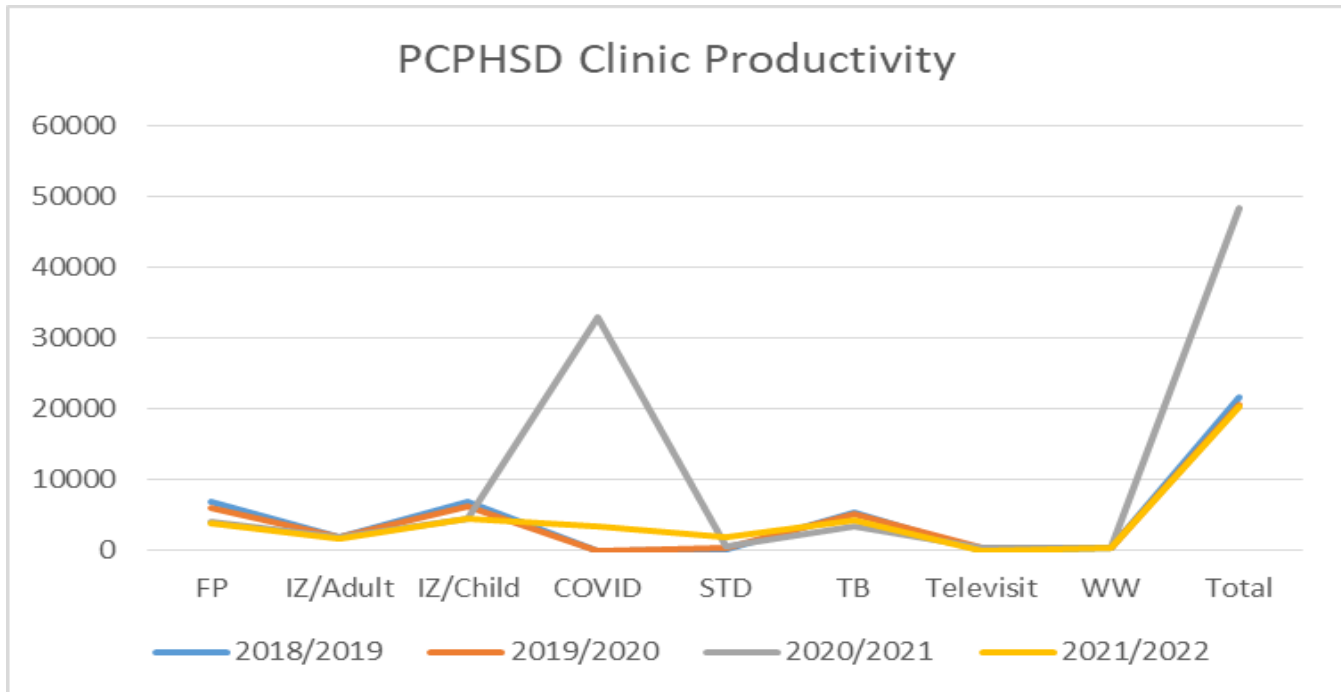
Clinic Locations

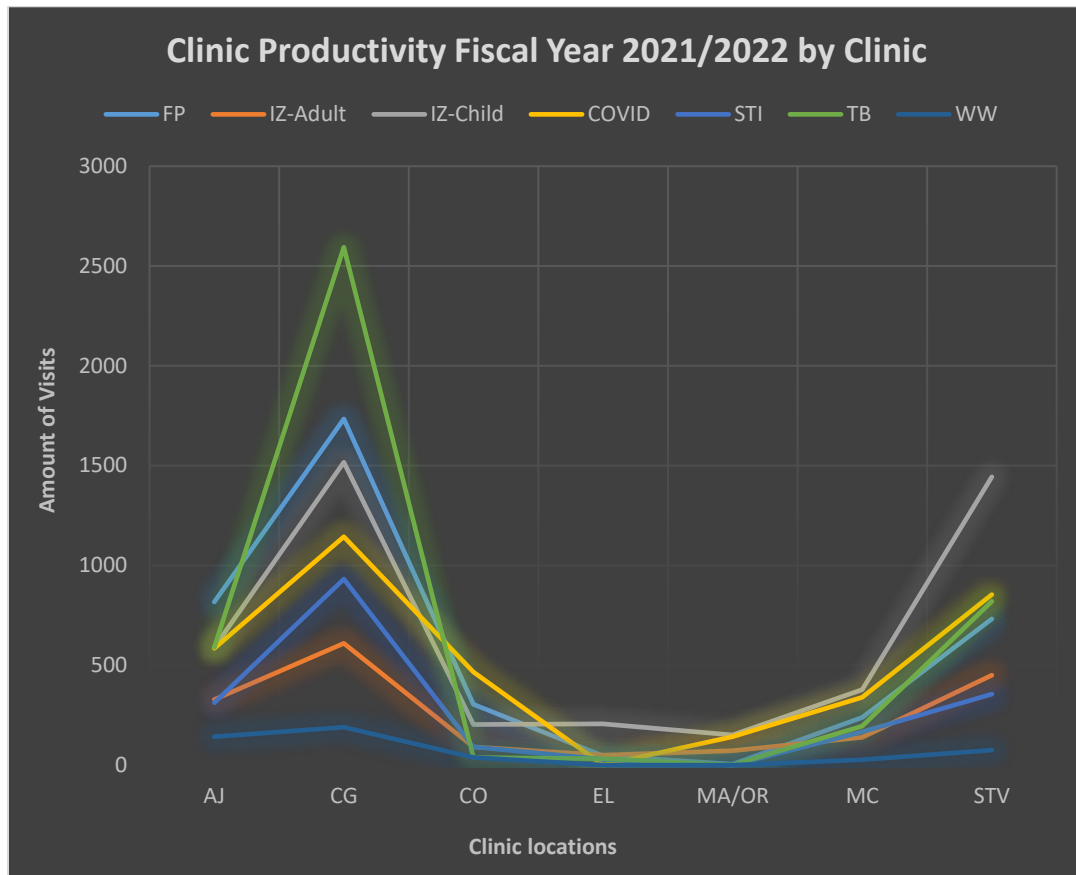
- Apache Junction
- Casa Grande
- Coolidge
- Eloy
- Maricopa
- Oracle
- Mammoth
- San Tan Valley
- Superior



Clinic Productivity									
Fiscal Years	FP	IZ/ Adult	IZ/ Child	COVID	STI	TB	Tele visit	WW	Total
2018-2019	6904	1884	6888	0	176	5409	0	454	21715
201-/2020	6058	1974	6274	0	350	5115	405	474	20650
2020-2021	4139	1938	4456	32979	652	3360	398	368	48290
2021-2022	3880	1742	4488	3532	1888	4270	0	472	19800

PCPHSD Clinic Productivity Fiscal Year 2021/2022 by Clinic								
Visit Type	AJ	CG	CO	EL	MA/ OR	MC	STV	Total
FP	818	1734	304	47	5	239	733	3880
IZ-Adult	329	610	92	50	72	139	450	1742
IZ-Child	589	1517	203	206	151	378	1444	4488
COVID	585	1144	467	0	142	339	855	3532
STI	313	932	92	29	0	166	356	1888
TB	589	2594	38	32	1	195	821	4270
WW	142	190	38	0	0	27	75	472
Total	3365	8721	1234	364	371	1483	4734	20272





AJ = Apache Junction; CG = Casa Grande; CO = Coolidge; EL = Eloy; MA/OR = Mammoth/Oracle; MC = Maricopa; STV = San Tan Valley

HIGHLIGHTS

- Daniel T. Cloud outstanding Practice Toddler Immunization Award - STV 2022



- Our ACDONA members were recognized by the Arizona Public Health Association during the annual award events on 11/9/2021 for public health leadership during the COVID pandemic.
- ADHS clinic licensing Inspection and Renewals; San Tan Valley, Casa Grande, Maricopa, Apache Junction
- Complete Apache Junction Clinic Remodel
- Maricopa Clinic Renovation

CENTRAL APPOINTMENT DESK AND ON THE GO TRANSPORTATION

Division Manager: Mary Clements

PRIMARY SERVICES

The Central Appointment Desk (CAD) was established in March of 2008 to centralize phone calls and create a single toll free number that the public can call for general public health information. The Central Appointment Desk, assists both Nutrition and Wellness and Clinical Services by screening and determining client eligibility for Public Health Services and schedules appointments for nine Public Health Clinics.

- **Calls handled: 62,943**
- Increased the team by adding 2 Customer Service Specialists for a total of 8 positions.
- Successfully transitioned the Central Appointment Desk Team to work from home as needed without interruption of service delivery.
- Redesigned of Central Appointment Desk work space to align with a call center setting.

Pinal County “On The Go” Express Transportation program, is designed to ensure mobility through the provision of transportation to the elderly and persons with disabilities in rural Eastern Pinal County. Services provided by On the Go Express Transportation include transportation to medical appointments, dental appointments, vision appointments, physical therapy, grocery shopping and prescription pick up.

On The Go Express Transportation Comparison of FY 2020-2021& FY 2021-2022

Fiscal Year	July 2020-June 2021	July 2021-June 2022
Trips	3666	4132
Miles	70,559	88,348
Increase in Trips Service Delivery FY 20-21		12%

An increase of 12% in service trips was achieved during the 2021-2022 Fiscal Year, while keeping in place COVID safety protocols for the fragile population we serve

Highlights

- With a small staff of 4, over 88k miles were traveled accident free, providing 4132 trips to the elderly and persons with disabilities in rural Eastern Pinal County

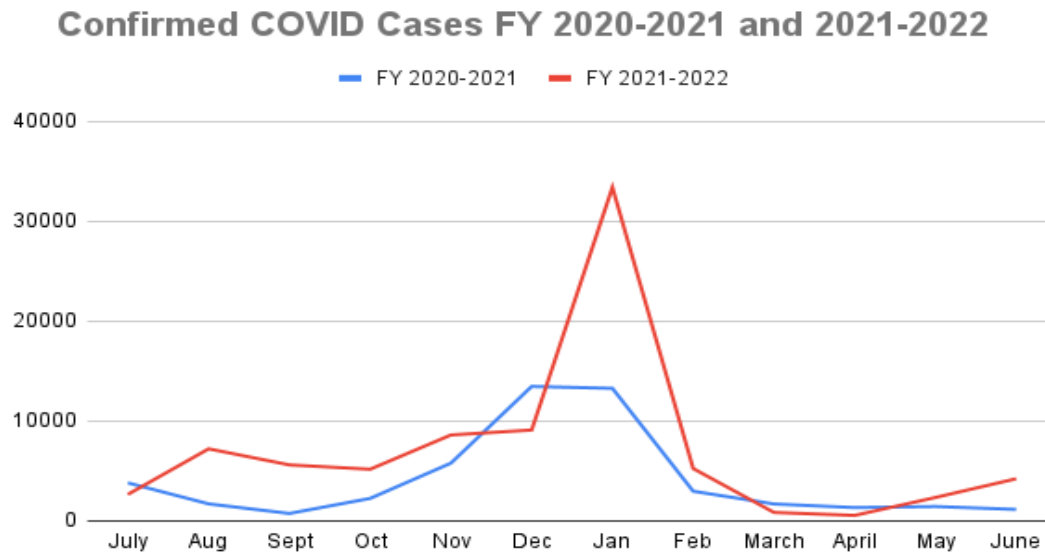


- Achieved Arizona Department of Transportation vehicle compliance: 100% PASS in Arizona Department of Transportation vehicle inspections.
- Began the redesign of new transportation space in the San Manuel building.



INFECTIOUS DISEASES EPIDEMIOLOGY SURVEILLANCE

Division Manager: Vacant; Current Supervision by Deputy Director Redden



Line graph indicating confirmed Covid-19 cases by month for the 2020-2021 fiscal year and the 2021-2022 fiscal year.

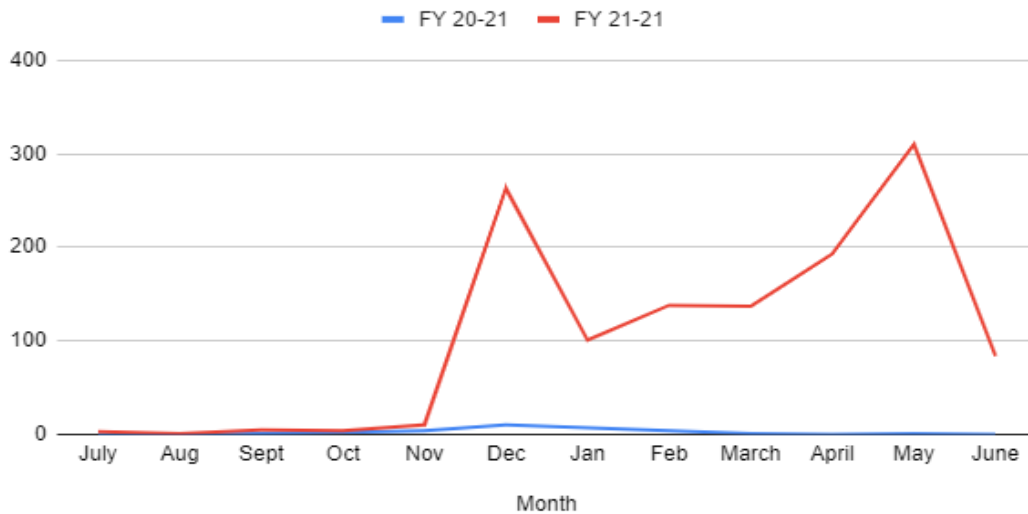


Influenza and RSV

Confirmed Influenza Cases FY 2021-2022: **1,249**

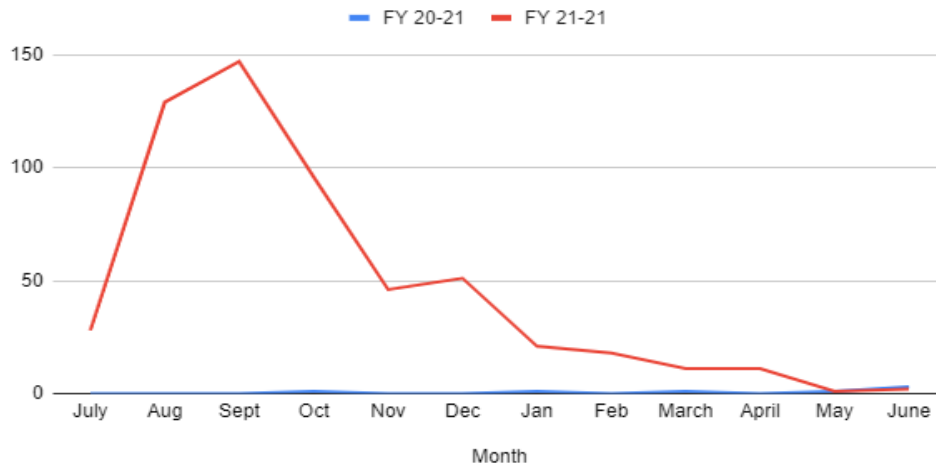
Confirmed RSV Cases FY 2021-2022: **561**

Influenza Cases in FY 20-21 and FY 21-21



Line graph indicating confirmed RSV cases by month for the 2020-2021 fiscal year and the 2021-2022 fiscal year

RSV Cases in FY 20-21 and FY 21-21

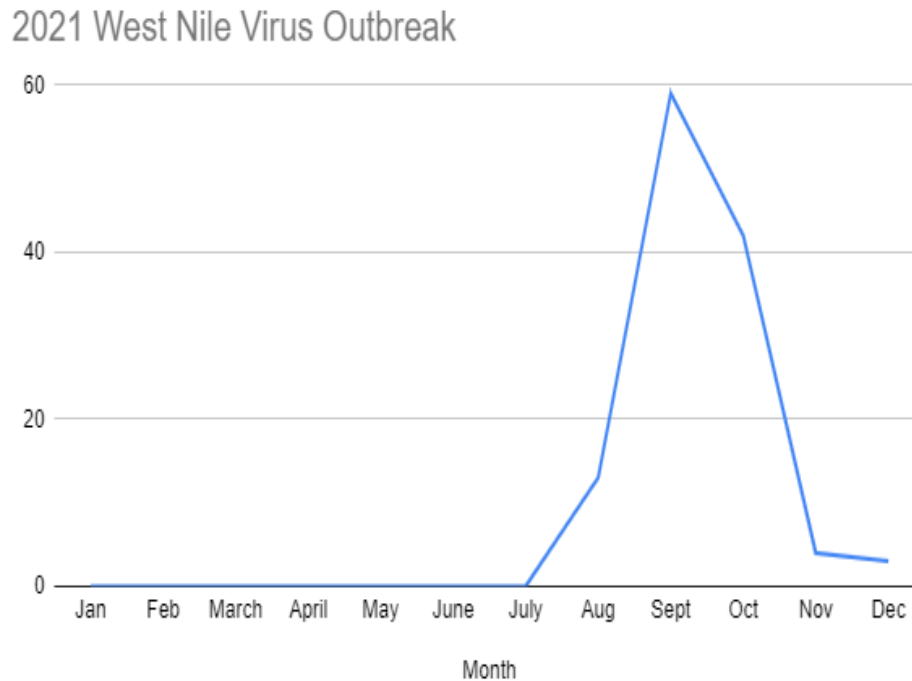


Line graph indicating confirmed RSV cases by month for the 2020-2021 fiscal year and the 2021-2022 fiscal year

West Nile Virus (WNV) Outbreak

In 2021, Pinal County experienced its largest West Nile Virus outbreak in recent history.

(Due to the enormity of the outbreak, compared to previous years, substantive Comparative analyses cannot be performed)



Line graph indicating confirmed WNV cases by month for the 2021 calendar year

West Nile Virus	
Calendar Year	Confirmed Cases
2022	1
2021	121
2020	1

Table indicating confirmed WNV cases 2020-2022 calendar years.

Sexually Transmitted Infections/HIV

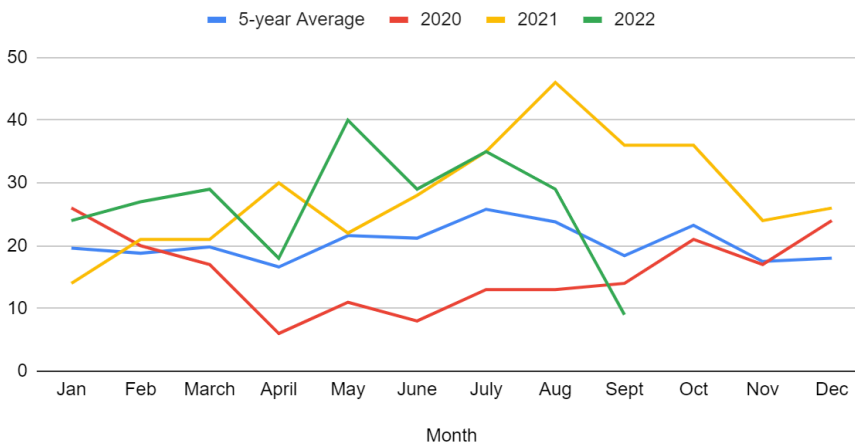
Category	FY 2020-2021	FY 2021-2022
Chlamydia	1615	1798
Gonorrhea	628	751
Syphilis	238	369
HIV	17	60
Total Confirmed Sexually Transmitted Infections	2498	2978

Table indicating confirmed Chlamydia, Gonorrhea, Syphilis, and HIV cases for the 2020-2021 and 2021-2022 fiscal years.

In 2022 syphilis cases were 31% higher than the 5-year average.

In 2021 syphilis cases were 39% higher than the 5-year average.

2020-2022 Confirmed Syphilis Cases Compared to the 5-Year Average



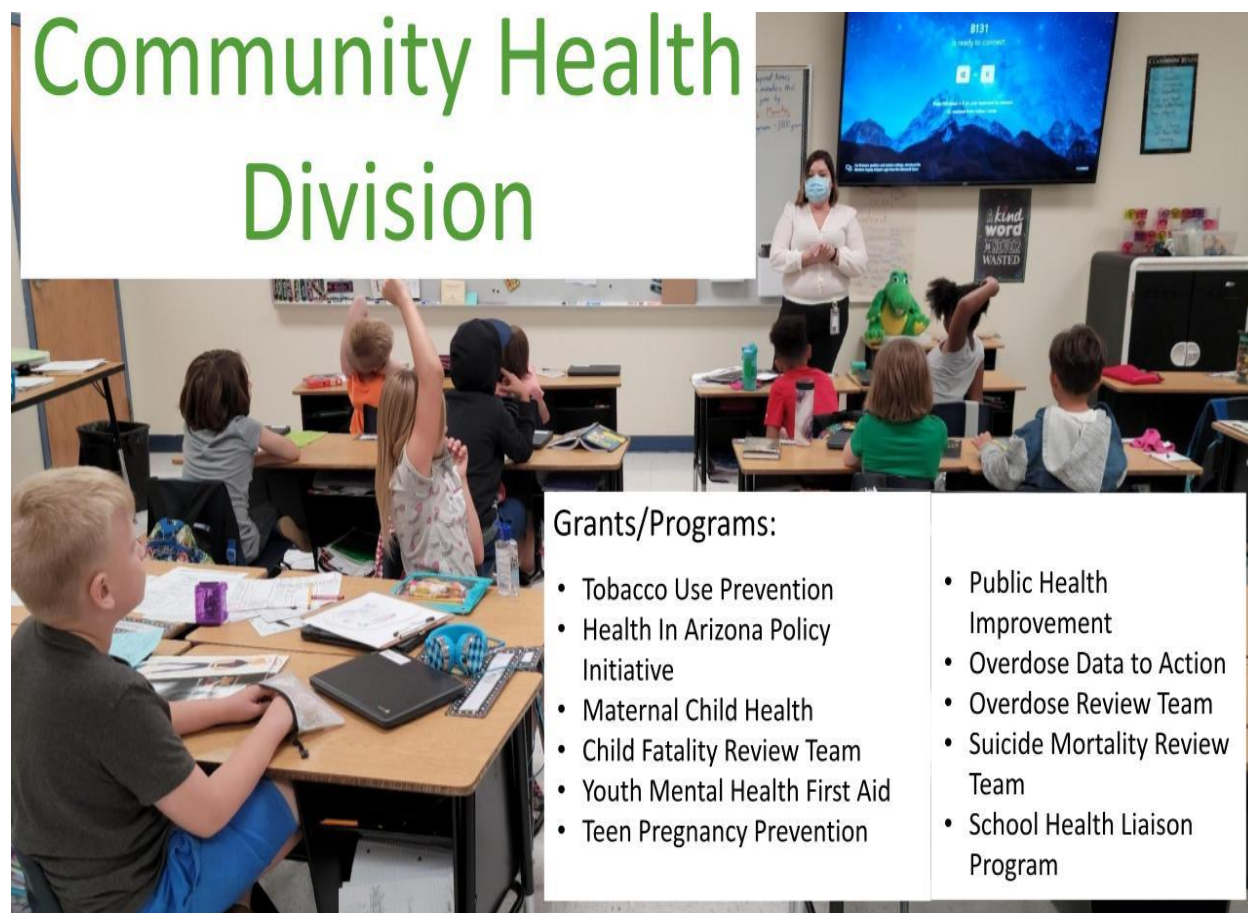
Line graph indicating confirmed syphilis cases by month for the 2020-2022 calendar years (January-December) compared to the 5-year average.

Tuberculosis (TB)

Fiscal Year	Reported Cases	Confirmed Cases	Corrections	Community
2020-2021	85	12	10	2
2021-2022	108	21	17	4

Table indicating confirmed tuberculosis cases for the 2020-2021 and 2021-2022 fiscal years.

Division Manager: Jan Vidimos



Highlights:

- Conducted multi-session workshop series: chronic disease self-management (4); dementia caregiver support; general caregiver support
- Hosted Students taking a New Direction (STAND) youth group at Coolidge High School to conduct seatbelt education; text and drive prevention campaign; anti-bullying campaign and vaping prevention education
- Collaborated with U of A Cooperative Extension and Nutrition and Physical Activity workgroup to launch the Pinal Healthy & Active App which features farmers' markets, trails and parks
- Served 7,387 students with in-school prevention education on topics such as hygiene, substance misuse prevention and bullying prevention



STAND Students Donate Smoke Detectors to CFD while modeling seatbelt campaign gear.

Fatality Reviews:

To gain a better understanding of the circumstances surrounding untimely deaths in Pinal County

In partnership with the Pinal County Medical Examiner's Office and multidisciplinary team community partners, reviews of case files are conducted to determine prevention strategies to reduce further deaths within Pinal County

- *Child Fatality Review Team* – conducted 59 case reviews and determined the leading causes of death are natural causes (i.e. prematurity; medical conditions), accidents and homicide. Of those that were not from natural causes, 38% of the deaths were preventable (i.e. safe sleep education)
- *Overdose Fatality Review Team* – conducted 77 case reviews; Average overdose fatality involved a single, white, non-Hispanic male between 25-24 years of age; high school graduate who died of an accidental fentanyl overdose in their own home

PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE

Division Manager: Deputy Director Kore Redden, MPH, MA, EMCT-P

The Emergency Preparedness and Response Division prepares for the response to various public health emergencies - natural, accidental, or intentional.

Grants/Funding Sources:

CDC Public Health Emergency Preparedness Cooperative Agreement \$357,162

CDC Cities Readiness Initiative \$151,975

CDC Workforce Development Crisis Emergency Cooperative Agreement \$853,937

The newly awarded Workforce Development Cooperative Agreement allowed for additions to our public health workforce. This includes a joint full-time employee from the Information Technology Department to work within the health district. We will also fund a full-time Data Analyst assigned to all of our public health divisions; and an additional full-time employee to support our warehouse operations.

Our Emergency Preparedness funding sent two Civil Attorneys from the Pinal County Attorney's Office to the Annual Network for Public Health Law in April 2022 in Baltimore, Maryland.

Our Division Manager is assisting our Public Health partners, Maricopa County Department of Public Health, with Super Bowl planning and exercises. (see below picture)



Both the Health Director, Dr. Spears and Emergency Preparedness and Response Division Manager, Kore Redden, were selected to participate in several COVID-19 "After Action Workshops" sponsored by the National Association of County and City Health Officials (NACCHO). Two of our COVID-19 vaccine and medical countermeasures

provider partners, Sun Life Family Health Center and Albertsons/Safeway Pharmacies attended some of these workshops with our Emergency Preparedness and Response Division.

Our Administrative Specialist, Senior, works tirelessly to ensure all of our new staff receive Public Health orientation and FEMA National Incident Management/Incident Command System Courses in preparation for responses to public health emergencies.

Our Communications Assistant, continuously provides public messaging via our website and social media platforms. She connects resources and information to the public on a daily basis.

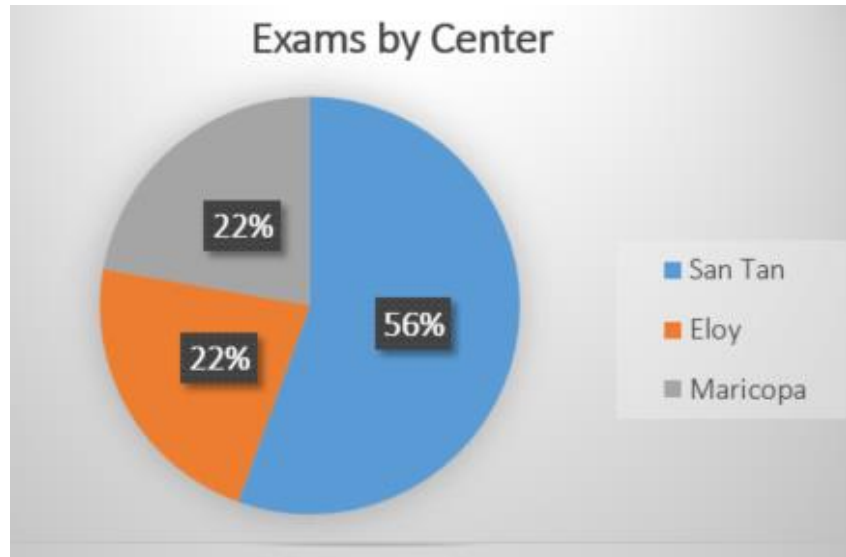
This year, we assisted our partners, the Pinal County Office of Emergency Management in updating the public health related portions of their 2022 Emergency Operations Plan. Their office also assisted Public Health by providing in-house FEMA National Incident Management/Incident Command System Courses for our response staff. Other valuable external partners were extended this invitation, including Tuba City Unified School District, Tempe Police Department, and the Department of Forestry and Fire Management.

MEDICAL FORENSICS

Division Manager: Kari Rounds, RN, CCHP-RN

The Medical Forensic Services program's goal is to promote the health, safety and well-being of patients with concerns of interpersonal violence. The nurses who work in Medical Forensic Services are specially trained in the assessment, treatment and aftercare of children, adolescents and adults who report violence such as child abuse, sexual assault and domestic violence.

The forensic nurses work closely with community partners such as victim advocates, law enforcement, adult and child protective services, as well as county attorneys. This multidisciplinary team approach is essential in providing holistic care to those who are victims of violence or violent crimes in the community. Medical forensic examinations are completed at three Family Advocacy Center locations in Pinal County – Eloy, Maricopa and San Tan Valley.



Our Forensic Nurses respond to requests 24 hours a day for medical-forensic exams that include:

- Medical health history as well as an assault history for the purpose of diagnosis and treatment
- Thorough head-to-toe physical exam
- Collection, packaging and storage of potential evidence maintaining chain of custody



- Administration of prophylactic medications as needed
- Education regarding real and potential health risks as well as aftercare needs

- Referrals for follow-up care
- Comprehensive written report with photo documentation of injuries

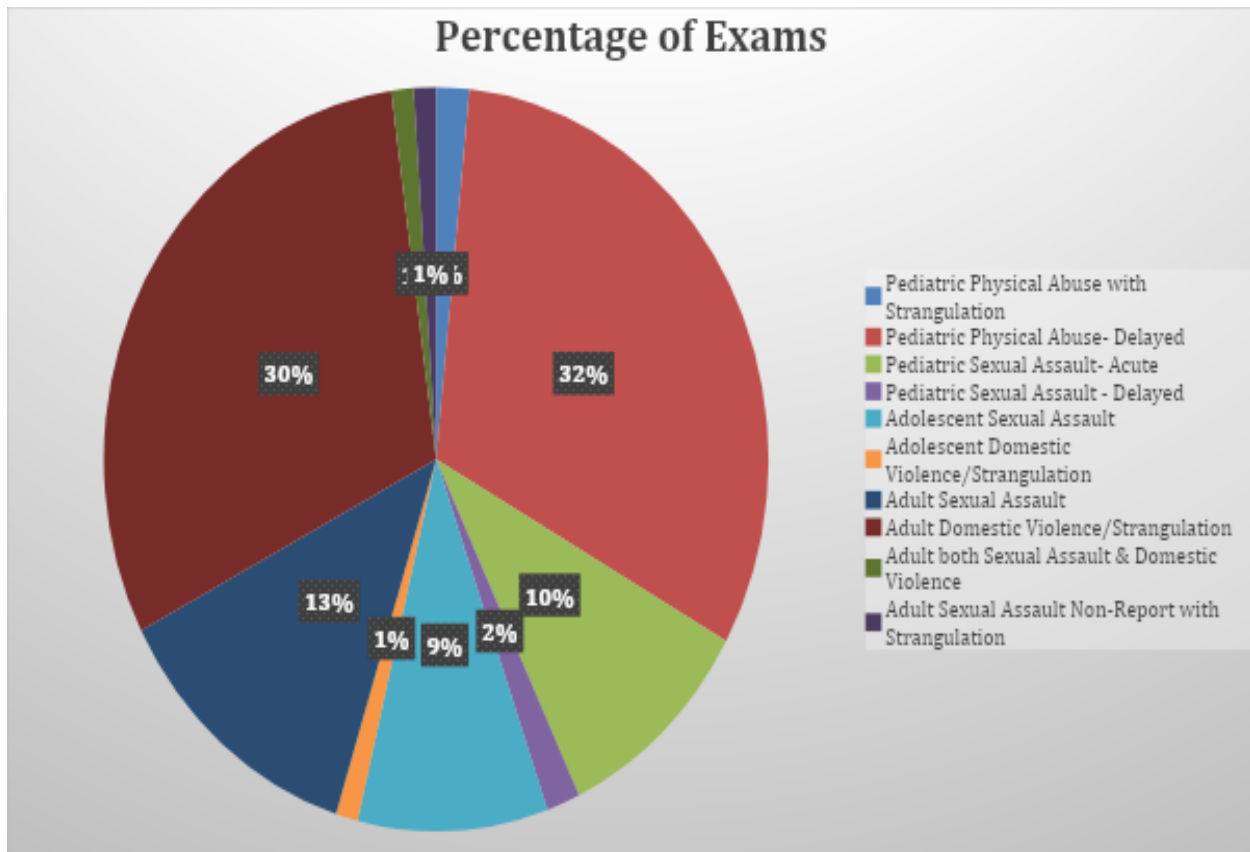


Exams encompass: child physical abuse, child sexual abuse, sexual assault, human trafficking, domestic violence, non-fatal strangulation, elder abuse, and other forms of interpersonal violence.

The Medical Forensics Program also:

- Provides sexual maturation ratings to estimate age ranges of individuals in sexually explicit images or videos
- Participates in multi-disciplinary team case reviews
- Provides fact and expert witness testimony in court
- Offers community education and serves on committees that address primary, secondary or tertiary prevention of violence





The Medical Forensics Program actively participates in continuing education and learning as well as representing Pinal County Medical Forensics in meetings and programs including: Participating and presenting in the Pinal County Overdose Fatality Review, Pinal County Child Fatality Review and Midwestern Regional Peer Review.

ENVIRONMENTAL HEALTH

Division Manager: Deputy Director Chris Reimus, MS, RS, CPM, DAAS

ENVIRONMENTAL HEALTH PERMITTED ESTABLISHMENTS

The number of permitted establishments increased from 2118 last year to 2186 in this fiscal year.

The environmental health team conducted 2,999 inspections on permitted establishments this fiscal year, including:

- 2210 Food establishment inspections
- 447 Aquatic Venue inspections
- 223 RV Park inspections
- 25 Lodging Establishments (Motels/Hotels)
- 4 Campgrounds
- 2 Children's Camps



ENVIRONMENTAL HEALTH COMPLAINT INSPECTIONS

990 Complaints investigated

- 245 on Permitted establishments
143 Food establishments
- 660 Other public Health Nuisances
375 Mosquito Problem
95 Solid waste (i.e. Garbage)
67 Standing water
80 Green/Abandoned pool
29 Liquid waste (i.e. sewage)
8 Vermin
6 Feral Bee Hive
- 74 Illegal Dump Sites
- 11 Smoke Free Arizona

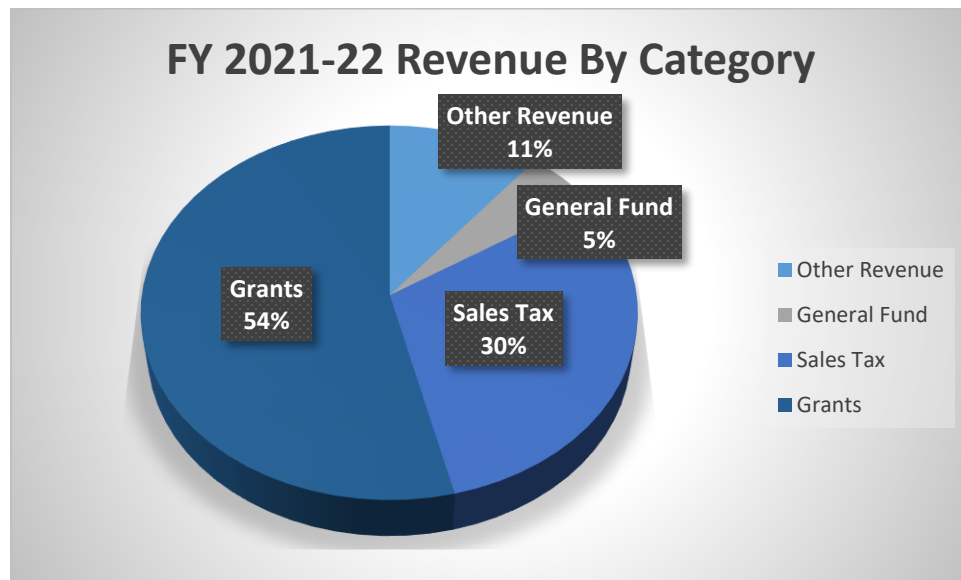
Highlights:

- Adopted a new Pinal County environmental Health Code which became effective January 1, 2022
- Simplified our permit structure to be easier for applicants to navigate
- Began planning for a new Pinal County Vector Control Lab



CENTRAL SUPPORT AND ACCOUNTING

Divison Manager: Genevieve Ennis



Expense Category	Budget	Actual
Personnel	\$ 8,473,488	\$ 6,238,639
ERE	\$ 2,914,068	\$ 2,422,242
Professional & Outside Services	\$ 7,865,890	\$ 2,643,954
Travel	\$ 144,397	\$ 70,452
Other Operating	\$ 4,591,160	\$ 1,395,785
Capital	\$ 435,750	\$ 183,667
Leases & Rentals	\$ 160,351	\$ 160,447
Indirect	\$ 872,190	\$ 495,968
Total	\$ 25,457,294	\$ 13,611,154

LEARN MORE AT <https://www.pinal.gov/734/Public-Health>



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

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☐ [Notice of Posting](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

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

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

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

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, February 1, 2023 at 9:30 a.m.** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132.

Board Meetings are broadcasted live and the public may access the meeting at <https://www.pinal.gov/396/Meeting-Videos>

Board Agendas are available at <https://www.pinal.gov/411/Agendas-Minutes>

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

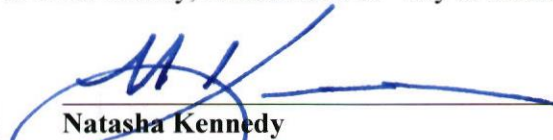
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, January 27, 2023, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Library District Agenda, Public Health Services District Agenda, and Executive Session as follows:

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

WITNESS my official signature and corporate seal of Pinal County, Arizona this 27th day of January, 2023.




Natasha Kennedy
Clerk of the Board
Board of Supervisors of Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068
www.pinal.gov



AGENDA ITEM

February 1, 2023 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 accepting the donation of 5,000 sandbags (100 pallets 4'x'4 with 50 sandbags each) from D.R. Horton in accordance with Pinal County Policy 8.71 for use by the Public Works Department. (GA22-044) (Ray Garcia/Andrew Smith)

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

There are no 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		
1/20/2023 12:15 PM	County Attorney	Yes
1/23/2023 8:28 AM	Budget Office	Yes
1/23/2023 3:54 PM	County Manager	Yes
1/24/2023 9:14 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [01.31.2023 Presentation](#)

Public Works Sandbag Information

Sandbag Locations

Sandbag Locations are strategically placed at our maintenance yards throughout Pinal County.

If you need Sandbags after hours, call the non-emergency Sheriff's Office phone number 520-866-5111.



Please call ahead to confirm someone on-site.
Main Office Lines (8am to 5:00pm): 520-509-3555

PINAL COUNTY PUBLIC WORKS MAINTENANCE YARDS PROVIDE SANDBAGS AND SAND

APACHE JUNCTION MAINTENANCE AREA:	
Location:	305 E. Superstition Blvd Apache Junction, Az 85119
Hours of Operation:	5:30AM - 3:30 PM
Foreman:	Tony Martinez
Phone:	520-866-6183
Contact Availability:	Tuesday - Friday
Assistant Foreman:	Frank Duarte
Phone:	520-866-6197
Contact Availability:	Monday-Thursday

ARIZONA CITY MAINTENANCE AREA:	
Location:	7945 W. Battaglia Dr. Arizona City, Az 85123
Hours of Operation:	5:00AM - 3:30 PM
Foreman:	Gilbert Tarango
Phone:	520-866-7737
Contact Availability:	Monday-Thursday
Assistant Foreman:	Joshua McGinnis
Phone:	520-866-7736
Contact Availability:	Tuesday-Friday

CASA GRANDE MAINTENANCE AREA:	
Location:	22539 W. Peters Rd. Casa Grande, Az 85193
Hours of Operation:	5:00AM - 3:30 PM
Foreman:	Terry Day
Phone:	520-866-7470
Contact Availability:	Monday-Thursday
Assistant Foreman:	James Knight
Phone:	520-866-7471
Contact Availability:	Tuesday-Friday

HIDDEN VALLEY MAINTENANCE AREA:	
Location:	43910 W. Meadowview Rd. Maricopa, Az 85138
Hours of Operation:	5:30AM - 4:00PM
Foreman:	Oscar Castano
Phone:	520-866-6065
Contact Availability:	Monday-Thursday
Assistant Foreman:	Joel Cunningham
Phone:	520-866-6064
Contact Availability:	Tuesday-Friday

ORACLE MAINTENANCE AREA:	
Location:	1410 N Justice Dr Oracle, Az 85623
Hours of Operation:	5:30AM - 4:00PM
Foreman:	Richard Juarez
Phone:	520-866-7896
Contact Availability:	Monday-Thursday
Assistant Foreman:	Marvin Schiffers
Phone:	520-866-7895
Contact Availability:	Tuesday - Friday

RIVERSIDE MAINTENANCE AREA:	
Location:	54970 E. Florence-Kelvin Hwy Kearny, Az 85137
Hours of Operation:	5:30AM - 4:00PM
Assistant Foreman:	Robert Sommer
Phone:	520-363-9820
Contact Availability:	Monday-Thursday

SAN TAN MAINTENANCE AREA:	
Location:	3535 E. Hunt Hwy San Tan Valley, Az 85143
Hours of Operation:	5:00AM - 3:30 PM
Foreman:	Rob Lawson
Phone:	520-866-7044
Contact Availability:	Monday-Thursday
Assistant Foreman:	
Phone:	520-866-7043
Contact Availability:	Tuesday - Friday

Waste Tire	
Location:	12725 E. Adamsville Rd Florence, Az 85132
Hours of Operation:	7:00AM - 2:00PM
Foreman:	Jason Jordan
Phone:	520-866-6685
Contact Availability:	Monday-Thursday

AFTER HOURS: PINAL COUNTY SHERIFF'S OFFICE	
Location:	971 Jason Lopez Circle Florence, Az 85132
Phone:	520-866-5111



- Pinal County Public Works can only provide sandbags and sand.
- Residents would need to bring their own shovels to load bags.
- Pinal County limits 25 sandbags per household.



Sandbags



All onsite sandbag locations are clearly marked with sandbag signs.

Sandbag Rules



There is a limit of 25 sandbags per household.

Residents need to bring their own shovels to load the sandbags.

There will be no staff onsite to assist fill or load the sandbags.

Residents are only allowed to be on site to fill sandbags.

Sandbag Supplies at Each Yard



Sandbag Video

Here is a video of how to fill sandbags.

<https://www.youtube.com/watch?v=1YCdQY2GJLw>

QUESTIONS?



AGENDA ITEM

February 1, 2023 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. 020123-RD22-062, a resolution ordering the abandonment and extinguishment of an easement comprising a portion of La Barge Road. Supervisor District #5. (RD22-062) (Celeste Garza/Andrew Smith)

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

There are no 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		
1/20/2023 11:17 AM	County Attorney	Yes
1/23/2023 8:25 AM	Budget Office	Yes
1/23/2023 3:46 PM	County Manager	Yes
1/24/2023 9:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [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 ABANDONMENT AND
EXTINGUISHMENT OF AN EASEMENT COMPRISING A PORTION
OF LA BARGE ROAD.**

WHEREAS, pursuant to A.R.S. § 11-251.16 and Pinal County Development Services Code, Chapter 7.10, a petition has been presented to the Pinal County Board of Supervisors (the "Board") requesting the extinguishment of a federal patent easement comprising of a portion of La Barge Road commencing Bell Street proceeding Southerly to for approximately 594 feet, 33 feet wide, located within Supervisory District #5, Section 12, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona (the "Easement"); and

WHEREAS the Board having found the Petition to be in proper form; proper notice having been given for the public hearing; the public hearing having been held for public input; no land adjoining the Easement being left without access to public highway; and the Board having considered the feasibility, advantages and necessity of said action and finding the public's best interest to be served by granting the extinguishment of the Easement; and

WHEREAS, consideration for the extinguishment of the Easement includes tax revenues gained by adding the land to the County's tax rolls; cessation of County Maintenance responsibility for the Easement; and relief from potential liability for property damages, injury or death, which may occur in the Easement.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Easement comprising a portion of La Barge Road commencing Bell Street proceeding Southerly to for approximately 594 feet, 33 feet wide, located within Supervisory District #5, Section 12, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona and legally described in Exhibit A attached hereto, 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:

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 _____ 2022,
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]

See following pages.

EXHIBIT A

LEGAL DESCRIPTION

GLOPE Abandonment, APN: 100-15-028A

To Wit—

Being the East 33 ft., except the South 33 ft. of a portion of the East half of the northwest quarter of the southeast quarter of the northeast quarter of Section 12, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and being more particularly described as follows:

Commencing at the North quarter corner of said Section 12, being a flush brass cap at the intersection of E. McKellips Rd. and N. Geronimo Rd. alignment, from which the northeast corner of said section bears N89°46'44"E, 2,641.14 ft.;

thence N89°46'44"E, 1,320.57 ft. to a calculated position being the E-N1/16th corner of said section;

thence S00°05'19"E, 1320.48 ft. to a calculated position being the NE1/16th corner of said section;

thence S89°49'03"E 330.12 ft. along the North boundary of the southeast quarter of the northeast quarter;

thence S00°05'16"E, 395.64 ft. to the point of beginning;

thence continuing S00°05'16"E, 264.71 ft.;

thence N89°50'12"E, 330.12 ft.;

thence N00°05'13"W, 264.27 ft.;

thence S89°54'47"W, 330.12 ft. to the point of beginning.



EXHIBIT A- continued

LEGAL DESCRIPTION

GLOPE Abandonment, APN: 100-15-028B

To Wit—

Being the East 33 ft. of a portion of the East half of the northwest quarter of the southeast quarter of the northeast quarter of Section 12, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and being more particularly described as follows:

Commencing at the North quarter corner of said Section 12, being a flush brass cap at the intersection of E. McKellips Rd. and N. Geronimo Rd. alignment, from which the northeast corner of said section bears N89°46'44"E, 2,641.14 ft.;

thence N89°46'44"E, 1,320.57 ft. to a calculated position being the E-N1/16th corner of said section;

thence S00°05'19"E, 1320.48 ft. to a calculated position being the NE 1/16th corner of said section;

thence S89°49'03"E 330.12 ft. along the North boundary of the southeast quarter of the northeast quarter;

thence S00°05'16"E, 165.09 ft to the point of beginning;

thence continuing S00°05'16"E, 230.55 ft;

thence N89°54'47"E, 330.12 ft;

thence N00°05'13"W, 231.08 ft.;

thence S89°49'20"W, 330.12 ft. to the point of beginning.



LEGAL DESCRIPTION

GLOPE Abandonment, APN: 100-15-028C

To Wit—

Being the East 33 ft., except the North 33 ft. of a portion of the East half of the northwest quarter of the southeast quarter of the northeast quarter of Section 12, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and being more particularly described as follows:

Commencing at the North quarter corner of said Section 12, being a flush brass cap at the intersection of E. McKellips Rd. and N. Geronimo Rd. alignment, from which the northeast corner of said section bears N89°46'44"E, 2,641.14 ft.;

thence N89°46'44"E, 1,320.57 ft. to a calculated position being the E-N1/16th corner of said section;

thence S00°05'19"E, 1320.48 ft. to a calculated position being the NE1/16th corner of said section;

thence S89°49'03"E 330.12 ft. along the North boundary of the southeast quarter of the northeast quarter to the point of beginning;

thence S00°05'16"E, 165.09 ft.;

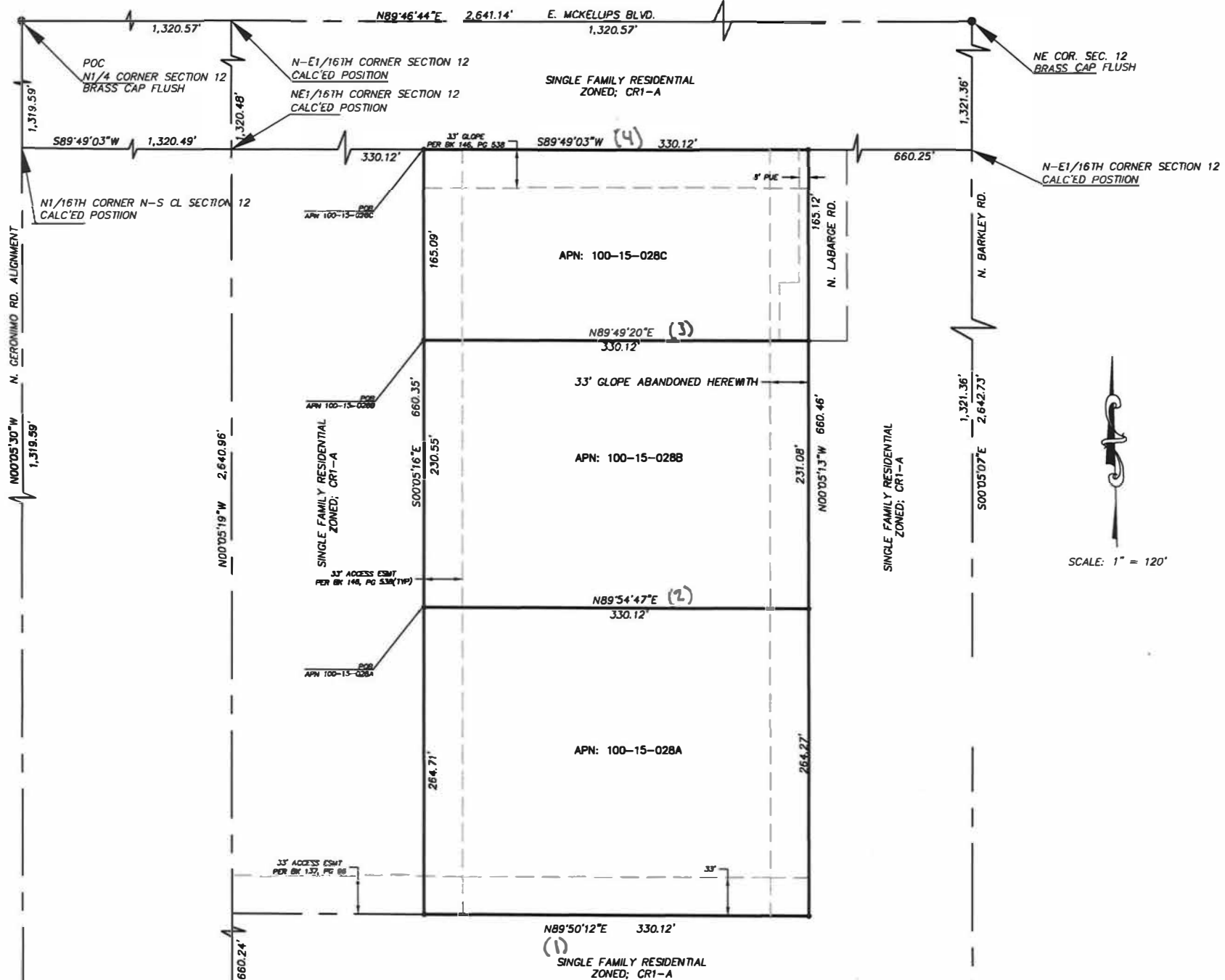
thence N89°49'20"E, 330.12 ft.;

thence N00°05'13"W, 165.12 ft.;

thence S89°49'03"W, 330.12 ft. to the point of beginning.



GLOPE ABANDONMENT EXHIBIT



PROJECT NO. 2110277

DATE
1/24/2022

SHEET
1 OF 1

GLOPE ABANDONMENT EXHIBIT

PINAL CO. APN: 100-15-028A, B & C

ROSENDAHL ENGINEERING

1645 E. MCKELUPS RD. (480) 599-1263 TEL
MESA, ARIZONA 85203 wayne@rosendahl
engineering.com

La Barge Road –

Reavis St to Bell St (33' wide)

- Eastern Apache Junction – Section 12 T01N R08E
- Mark and Connie Brooks – Parcel 100-15-028B
 - Privacy and security
- Staff reasons FOR abandonment:
 - Legal/Physical access to all surrounding parcels will not be compromised by this abandonment.
 - There is no current County maintained roadway on the La Barge Road alignment.
 - Petitioners have obtained signatures of 100% of adjoining property owners.
 - All surrounding utilities do not object to



Looking South from Bell Street



Looking North from Reavis Street

QUESTIONS?

Celeste Garza
Assistant County Engineer
Public Works Department
Celeste.Garza@pinal.gov
520-866-6402
520-705-3539 (c)



AGENDA ITEM

February 1, 2023 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. 020123-RD22-063, a resolution ordering the abandonment and extinguishment of an easement comprising a portion of Canyon Street. Supervisor District #5. (RD22-063) (Celeste Garza/Andrew Smith)

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

There are no 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		
1/20/2023 10:28 AM	County Attorney	Yes
1/23/2023 8:23 AM	Budget Office	Yes
1/23/2023 2:29 PM	County Manager	Yes
1/24/2023 9:19 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 ABANDONMENT AND
EXTINGUISHMENT OF AN EASEMENT COMPRISING A PORTION
OF CANYON 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 Canyon Street, located within Supervisory District #5, Section 4, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona (the "Easement"); and

WHEREAS the Board having found the Petition to be in proper form; proper notice having been given for the public hearing; the public hearing having been held for public input; no land adjoining the Easement being left without access to public highway; and the Board having considered the feasibility, advantages and necessity of said action and finding the public's best interest to be served by granting the extinguishment of the Easement; and

WHEREAS, consideration for the extinguishment of the Easement includes tax revenues gained by adding the land to the County's tax rolls; cessation of County Maintenance responsibility for the Easement; and relief from potential liability for property damages, injury or death, which may occur in the Easement.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Easement comprising a portion of Canyon Street, located within Supervisory District #5, Section 4, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona and legally described in Exhibit A attached hereto, 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:

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 _____ 2023,
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]

See following pages.

EXHIBIT A

DESCRIPTION FOR

33' ABANDONMENT ON PARCEL NO. 100-03-035C, U.S. PATENT NO. 1182735,
PER DOCKET 228, PAGE 45, FEE NO. 2021-147131, AND FEE NO.
2007-011581, P.C.R., FOR RIGHT-OF-WAY PURPOSES

THE SOUTH 33' OF PARCEL NO. 100-03-035C, AS DESCRIBED IN DOCKET 228,
PAGE 45, AND FEE NO. 2021-147131, PINAL COUNTY RECORDER'S OFFICE
(P.C.R.), SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION
4, TOWNSHIP 1 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER
MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4, MARKED
BY A BRASS CAP FLUSH, FROM WHICH THE CENTER OF SAID SECTION,
MARKED BY A REBAR, BEARS SOUTH 89°52'33" WEST (**BASIS OF BEARING**), A
DISTANCE OF 2,642.39 FEET, AS SHOWN IN "ABANDONMENT EXHIBIT",
RECORDED IN BOOK 20 OF SURVEYS, PAGE 171, P.C.R.;

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, SOUTH
89°52'33" WEST, A DISTANCE OF 924.60 FEET, TO THE SOUTHWEST CORNER
OF TRACT "A", MARKED BY A REBAR WITH CAP STAMPED "LS 21786", AS
SHOWN IN SAID BOOK 20, PAGE 171, P.C.R., ALSO BEING THE SOUTHEAST
CORNER OF SAID PARCEL NO. 100-03-035C, AND BEING THE **POINT OF
BEGINNING (P.O.B.)**;

THENCE CONTINUING ALONG THE SOUTH PROPERTY LINE OF SAID PARCEL,
SOUTH 89°52'33" WEST, A DISTANCE OF 132.00 FEET, TO THE SOUTHWEST
CORNER OF SAID PARCEL;

THENCE ALONG THE WEST PROPERTY LINE OF SAID PARCEL, NORTH
00°02'29" WEST, A DISTANCE OF 33.00 FEET;

THENCE DEPARTING SAID LINE, NORTH 89°52'33" EAST, A DISTANCE OF 132.00
FEET, TO A POINT ON THE EAST PROPERTY LINE OF SAID PARCEL, BEING
THE NORTHEAST CORNER OF SAID TRACT "A", MARKED BY A REBAR WITH
CAP STAMPED "LS 21786", AS SHOWN IN SAID BOOK 20, PAGE 171, P.C.R.;

THENCE ALONG THE EAST PROPERTY LINE OF SAID PARCEL, SOUTH
00°02'30" EAST, A DISTANCE OF 33.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 4,356 SQUARE FEET OR 0.100 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Title: DESCRIPTION

Project #: 2022056

Date: 09/06/2022

Scale: N / A

Page: 1 OF 3



EXHIBIT A - continued

EXHIBIT FOR

33' ABANDONMENT ON PARCEL NO. 100-03-035C, U.S. PATENT NO. 1182735, PER
DOCKET 228, PAGE 45, FEE NO. 2021-147131, AND FEE NO. 2007-011581, P.C.R.,

FOR RIGHT-OF-WAY PURPOSES

GLO BRASS CAP FLUSH

GLO BRASS CAP FLUSH

N. 1/4 COR. SEC. 4

EAST MCDOWELL BOULEVARD

NE. COR. SEC. 4

T.1N., R.8E.

N89° 55' 39"E 2641.78'

T.1N., R.8E.

1320.89'

1320.89'

1328.47'

EAST SADDLE BUTTE STREET

S89° 52' 49"W 2642.09'

660.52'

660.52'



EAST MOON VISTA STREET

N89° 52' 41"E 1321.12'

660.56'

660.55'

NORTH CACTUS ROAD

N0° 02' 18"W 2647.58'

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1318.13'

NORTH WOLVERINE PASS ROAD

N0° 01' 55"W 2648.77'

1321.19'

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REBAR

CENTER 1/4 COR.
SEC. 4, T.1N., R.8E.

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EXHIBIT A - continued

CLOSURE REPORT FOR
33' ABANDONMENT ON PARCEL NO. 100-03-035C, U.S. PATENT NO. 1182735,
PER DOCKET 228, PAGE 45, FEE NO. 2021-147131, AND FEE NO.
2007-011581, P.C.R., FOR RIGHT-OF-WAY PURPOSES

S89°52'33" W 132.00

N00°02'29" W 33.00

N89°52'33" E 132.00

S00°02'30" E 33.00

AREA = 4,356 0.100 AC

CLOSING COURSE: 269°57'31" 0.000

PRECISION: 1/1,000,000+

NORTH ERROR: 0.000

EAST ERROR: 0.000



Title: CLOSURE REPORT

Project #: 2022056

Date: 09/06/2022

Scale: N / A

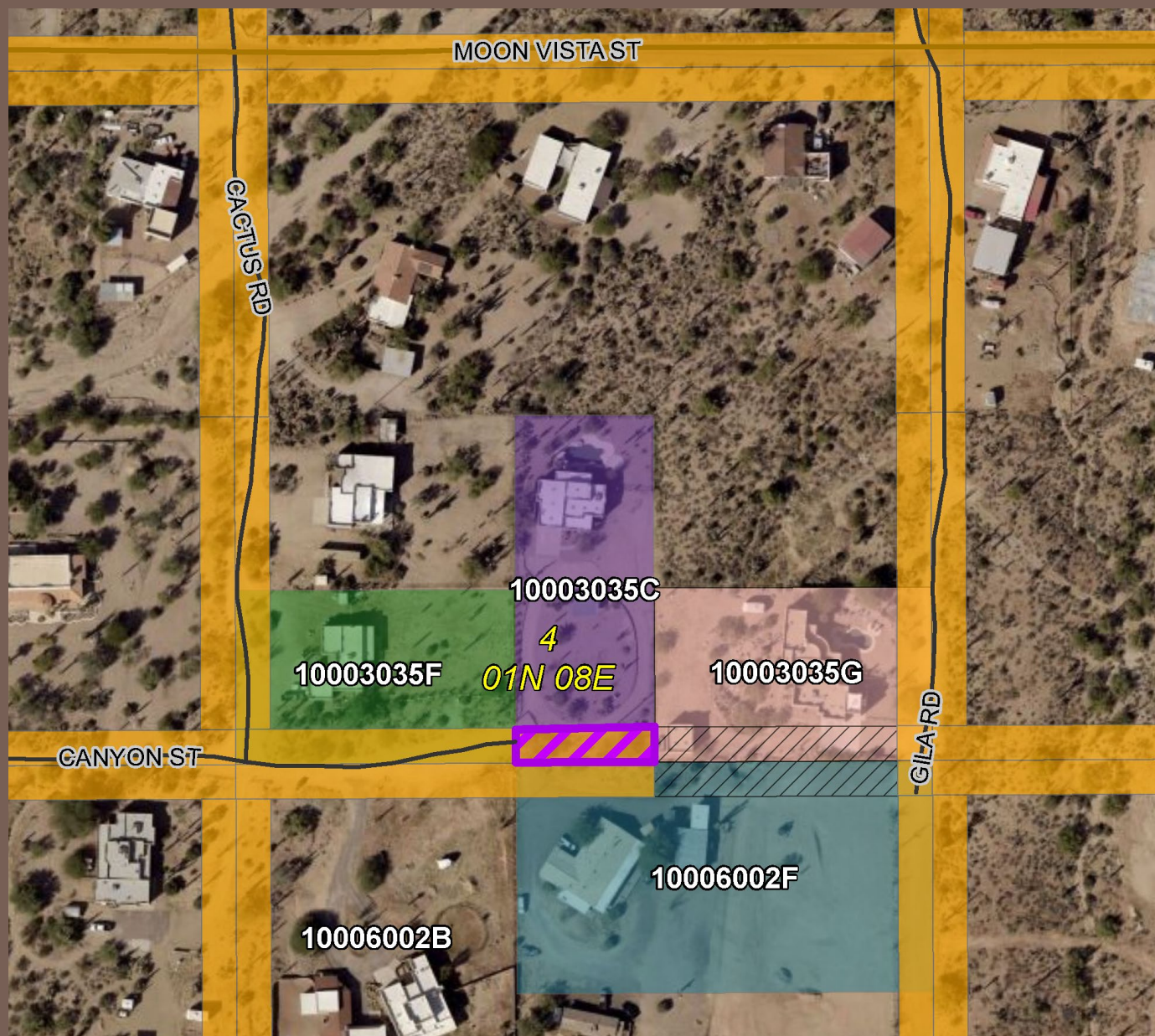
Page: 3 OF 3



Canyon Street –

Across Parcel 100-03-035C (33' wide)

- Northern Apache Junction – Section 4 T01N R08E
- William (Fred) Ogram
 - ▣ Property value, lack of access to alignment
- Staff reasons FOR abandonment:
 - ▣ Legal/Physical access to all surrounding parcels will not be compromised by this abandonment.
 - ▣ There is no current County maintained roadway, in this location on the Canyon Street alignment.
 - ▣ Petitioners have obtained signatures of 100% of adjoining property owners.
 - ▣ All surrounding utilities do not object to abandonment.



Proposed Abandonment



Looking East from end of Canyon Street

QUESTIONS?

Celeste Garza
Assistant County Engineer
Public Works Department
Celeste.Garza@pinal.gov
520-866-6402
520-705-3539 (c)



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion of Board member's request for future agenda item(s) and/or reports to be presented at upcoming meetings.
(Jeff Serdy)

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name:

Director:

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Any invocation that may be offered before the official start of the meeting (i.e. Item 1) that is offered by a Chaplain serving the county or other member of a religious organization with a physical presence in the County, is expressing private thoughts as governed by his or her own conscience, to and for the benefit of the Board. The view or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Board and do not necessarily represent the religious beliefs or views of the Board in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to participate actively in the business of the Board.

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

[Click to download](#)

No Attachments Available



AGENDA ITEM

February 1, 2023 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

☐ [Notice of Posting](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

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

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

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

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, February 1, 2023 at 9:30 a.m.** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132.

Board Meetings are broadcasted live and the public may access the meeting at <https://www.pinal.gov/396/Meeting-Videos>

Board Agendas are available at <https://www.pinal.gov/411/Agendas-Minutes>

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

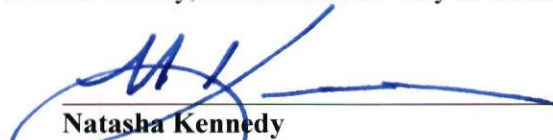
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, January 27, 2023, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Library District Agenda, Public Health Services District Agenda, and Executive Session as follows:

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

WITNESS my official signature and corporate seal of Pinal County, Arizona this 27th day of January, 2023.




Natasha Kennedy
Clerk of the Board
Board of Supervisors of Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068
www.pinal.gov