

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVIEWED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.

NOTE: Per the most recent guidelines from the federal government regarding COVID-19 and to protect citizens, no citizens will be allowed in the Board of Supervisors' hearing room at the Globe Courthouse or at the County Complex, Board of Supervisors' conference room in Payson. The only exception to this statement is for public hearings. Citizens may attend the public hearing in person, one at a time, in Globe or in Payson to provide comments.

Citizens may watch the Board meeting live-streamed at:

<https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the July 27th Special Meeting agenda by no later than 5 p.m. on Monday, July 26th, by emailing to the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name and residence address in the email.

SPECIAL MEETING - TUESDAY, JULY 27, 2021 - 10:00 A.M. 2nd Revision

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE -
INVOCATION**
2. **PRESENTATIONS:**
 - A. Presentation of Senator Mark Kelly's staff Presented
introductions. **(Michele Ralston/Taylor Rogers)**
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to approve, deny Approved
or modify Conditional Use Permit application
number CUPP2102-001 to allow a 2-story,
36-foot tall building height for a single-family
residence, measured from grade level to the mean
height between the eaves and roof ridge, the

property is vacant land described as Lot 21 in the Walnut Glen subdivision in Strawberry, Arizona (APN 301-60-015B). The property is zoned Residence One District-Density District 35 (R1-D35). **(Randy Pluimer)**

- | | | |
|----|--|-----------------------|
| B. | Information/Discussion/Action to approve Case No. CPA2103-001, a minor amendment to the Gila County Comprehensive Plan, to change the land use designation from Residential 0.1-0.4 du/ac to Mixed Use; approve Case No. REZONP2103-001, a request to change the Gila County Zoning Map zoning designation from R1-D40 and R1L-D40 to Transitional Residential with a Planned Development Overlay and Trailer Overlay subject to the conditions that are outlined in the recommendation section of the Planning and Zoning staff report attached to this item; adopt Ordinance No. 2021-02; and approve Permit No. P2105-067, a request for a Reversion to Acreage for the Canyon River Ranch Final Subdivision plat, recorded on December 23, 2008 in the Official Records of Gila County, Recording Number 2008-015996. (Randy Pluimer) | Approved
& Adopted |
|----|--|-----------------------|

4. **REGULAR AGENDA ITEMS:**

- | | | |
|----|---|-----------|
| A. | Information/Discussion to review guiding principles for the redistricting of supervisorial districts and the selection process of the Gila County Citizens Advisory Committee. (Mary Springer) | Discussed |
|----|---|-----------|

- B. Information/Discussion on the recent activities of Discussed
the Cobre Valley Regional Aquatic Center
Committee regarding the proposed Cobre Valley
Regional Aquatic Center. **(Evelyn Vargas/Sherry
Dorathy)**
- C. Information/Discussion/Action to approve the Approved
Agreement for E-Rate Services between Gila
County Information Education Technology
Consortium on behalf of Gila County through the
Gila County School Superintendent and Gila
County Library District and Yavapai County
through the Yavapai County School
Superintendent for a term of three years effective
July 1, 2020, through June 30, 2023, at a rate of
\$5,000 per year; authorize the Chairman's
signature on the Agreement; and authorize the
Gila County School Superintendent to sign the
Letter of Agency. **(Roy Sandoval/Jacque
Sanders)**
- D. **(Motion to adjourn as the Gila County Board Approved
of Supervisors and convene as the Gila County
Library District Board of Directors.)**
Information/Discussion/Action to approve the
Agreement for E-Rate Services between Gila
County Information Education Technology
Consortium on behalf of Gila County through the
Gila County School Superintendent and Gila
County Library District and Yavapai County
through the Yavapai County School
Superintendent for a term of three years, effective
July 1, 2020, through June 30, 2023, at a rate of
\$5,000 per year; authorize the Chairman's
signature on the Agreement for the Library
District; and authorize the Gila County Librarian
to sign the Letter of Agency. **(Jacque
Sanders) (Motion to Adjourn as the Gila
County Library District Board of Directors and**

reconvene as the Gila County Board of Supervisors.)

- | | | |
|----|---|------------|
| E. | Information/Discussion/Action to approve a Memorandum of Understanding between the Gila County Housing Authority and the Gila County Homeless Task Force (the Local Continuum/Coalition to End Homelessness) to collaborate and help the homeless or soon-to-be homeless of Gila County. (Malissa Buzan) | Approved |
| F. | Information/Discussion/Action to approve the U.S. Department of Agriculture Forest Service Special Use Permit regarding the Pleasant Valley Administrative Site/Tonto National Forest in Young, AZ for the purpose of providing veteran services for the time period of December 2020 to December 2040. (Cathy Melvin) | Approved |
| G. | Information/Discussion/Action to accept the grant award for Health Literacy Initiative funding in the amount of \$2,571,740 with \$1,750,000 dedicated to local organizations that serve underserved communities which will be used to address the COVID-19 pandemic in Gila County's underserved communities from July 1, 2021, through June 30, 2023. (Michael O'Driscoll) | Accepted |
| H. | Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 071921 - <i>Sub-Grantee for Project Management (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19)</i> . (Michael O'Driscoll) | Authorized |
| I. | Information/Discussion regarding the creation of a reward program for reporting illegal dumping. (Tim Humphrey) | Discussed |

- | | | |
|----|---|----------------------|
| 5. | CALL TO THE PUBLIC: A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date. | No
Comments |
| 6. | At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented. | Comments
Provided |

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

ARF-6810

Presentations 2. A.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: James Menlove, County Manager

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Presentation of Senator Mark Kelly's staff introductions - Michele Ralston and Taylor Rogers

Background Information

The Outreach & Constituent Services Representatives from Senator Mark Kelly's Office requested to introduce themselves and their roles to the Board of Supervisors to be the contact personnel for Gila County.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of Senator Mark Kelly's staff introductions. **(Michele Ralston/Taylor Rogers)**

Attachments

No file(s) attached.

ARF-6760

Public Hearing 3. A.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Randall Pluimer, Community Development Director

Submitted By: Kim Manfredi, Administrative Assistant

Department: Community Development Division: Planning and Zoning

Information

Request/Subject

Request for the Board of Supervisors to approve, deny, or modify Conditional Use Permit (CUP) application number CUPP2102-001 submitted by Dan Auxier (Applicants/Owner) to allow a 2-story, 42-foot tall building for a new single-family residence (measured from grade level to the mean height between the eaves and ridge for gable and hip roofs per the Gila County Zoning Ordinance) The property is vacant land described as Lot 21 in the Walnut Glen subdivision in Strawberry, Arizona (APN 301-60-015B). The property is zoned Residence One District-Density District 35 (R1-D35)

Background Information

The applicant is requesting a Conditional Use Permit in order to construct a residence that will exceed the maximum building height of 30'. Originally, the applicant had requested a building height of 45' (measured from the grade level to the mean height between the eaves and ridge), where 30' is the maximum permitted, and a three-story residence, where two stories is the maximum permitted. The applicant revised the request to 42' and removed a loft, resulting in a two-story home rather than three. As discussed in the section above, the applicant agreed to further revise the building height from 42' to 36' at the May 20, 2021, Planning Commission meeting.

The applicant's justification for the increased height is primarily based on topographical issues including a steep slope of 132' between the back of the property to the front which accounts for a 60-70% slope across the property.

The applicant provided revised building elevations, reflecting a building height of 36' and building columns not to exceed 17', per the Planning and Zoning Commission recommendation, which are included as Figures 5, 6 and 7 of this report.

Evaluation

The building must comply with the height and story requirements of the Gila County Zoning Ordinance. In the R1 Limited Use District, building heights above 30 feet are allowed with a CUP. The Ordinance further defines a conditional use as use which, although not specifically permitted in a zoning district, would become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions.

These sections from the Gila County Zoning Ordinance shall apply:

104.2.A.2.e: A Conditional Use Permit shall be required for any building exceeding two (2) stories or thirty (30) feet above ground level.

101.3 C: Conditional Use Permits shall be issued setting forth all qualifying conditions subject to the procedures for rezoning found in the section of this Zoning Ordinance entitled "Amendment Procedures."

101.3.B.2.a: The applicant shall invite and meet with his neighbors, being the property owners in the notification area, at a specific time and place, convenient for assembly and often the subject site, to discuss his proposed request.

101.2 B.8: The Planning and Zoning Commission will hear, review, determine compatibility requirements, and make the decision regarding all Conditional Use Permit applications.

105.3 The Planning and Zoning Commission shall report to the Board of Supervisors.

105.4 Upon receipt of the Planning and Zoning Commission's recommendation, the Board may take appropriate action after holding at least one public hearing.

The residence is to be constructed on Lot 21 in the Walnut Glen subdivision in Strawberry, Arizona (APN 301-60-015B). The property is zoned Residence One District-Density District 35 (R1-D35).

Conclusion

Staff conducted a site visit of the property and surrounding area in order to determine if the proposed residence had the potential to negatively impact other properties or otherwise be out of harmony or incompatible with these properties. It is clear that there are significant topographical challenges on this property given its slope and a significant number of

trees. This challenge is not specific to just the subject property but to others in the subdivision as well. Particularly those lots on the south side of Diane Circle.

In reviewing other homes along Diane Circle in the immediate area, they include two-story structures that appear to be 30' or less in height. This is true for several properties in the area, even those which are located on lots with similar topographic issues. As previously proposed, the subject home would have a height of 42', using the way the County measures building height from grade to the mean height between the eaves and ridge. The actual height to the highest peak of the roof would be up to a foot higher.

Per Section 101.3.C of the Gila County Zoning Ordinance, conditional uses are those uses that would become harmonious or compatible with neighboring uses. Staff believes that the proposed redesign of the home, per the Planning and Zoning Commission, recommended height of 36' with the building columns not to exceed 17', is much more compatible and harmonious with the rest of the homes in the area.

The staff has been made aware that there are deed restrictions for the Walnut Glen subdivision limiting the number of building stories to two. With the removal of the loft, the County considers the residence to be two stories. The County enforces governmental regulations such as state statutes and the County Zoning Ordinance that affect the use of land, however, the County does not enforce private rules and regulations, such as those imposed by a homeowners' association, a property owner's association, or covenants, conditions, and restrictions that run with the land; those rules and regulations are independent of, and may conflict with, governmental regulations. It is the applicant's responsibility to determine if there are any such private rules and regulations and comply with them.

Recommendation

The Planning and Zoning Commission recommends approval of Case Number CUPP2101-001, a Conditional Use Permit to allow a building height of 36' where 30' is the maximum permitted with a maximum building column height of 17'.

Staff is supportive of the request subject to the Planning and Zoning Commission recommendation.

Suggested Motion

Information/Discussion/Action to approve, deny or modify Conditional Use Permit application number CUPP2102-001 to allow a 2-story, 36-foot tall building height for a single-family residence, measured from grade level to the mean height between the eaves and roof ridge, the property is vacant land described as Lot 21 in the Walnut Glen subdivision in Strawberry, Arizona (APN 301-60-015B). The property is zoned Residence One District-Density District 35 (R1-D35). **(Randy Pluimer)**

Attachments

Auxier House Plans

Auxier Staff Report

Auxier Application Material

Auxier Legal Ad





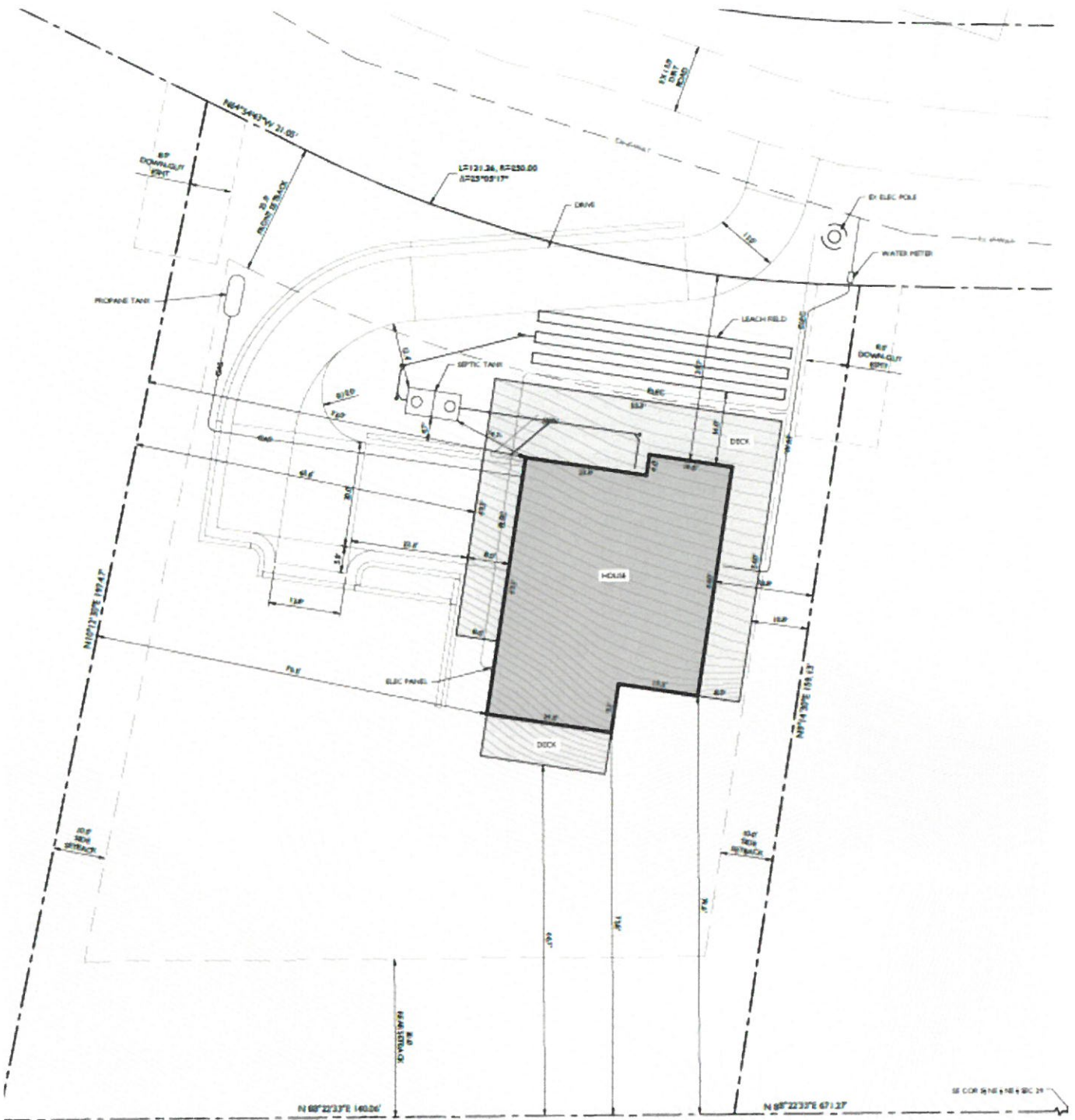


Figure 4: Original Site Plan

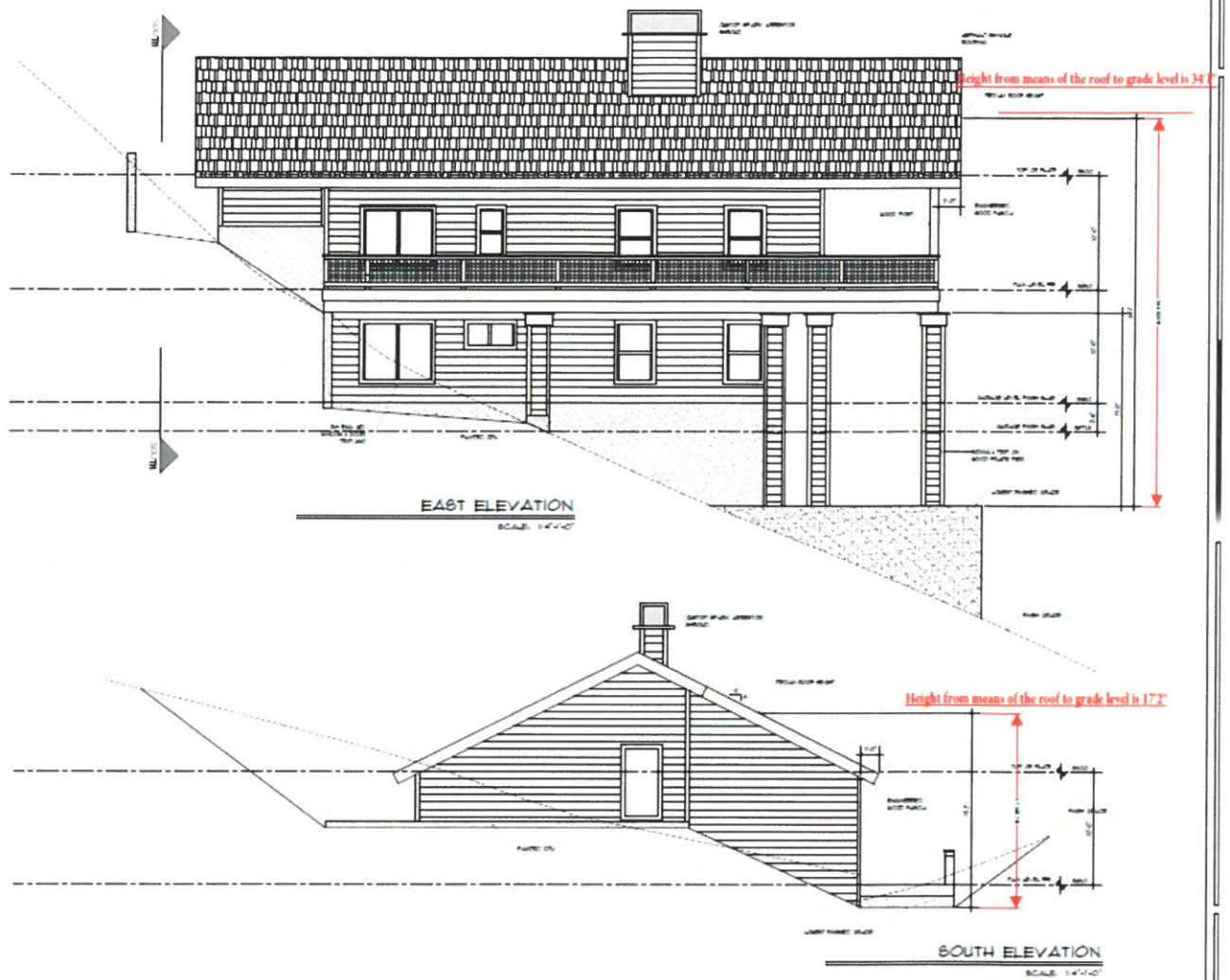


Figure 7: Revised East and South Elevation (reflects Planning and Zoning Commission recommendation)

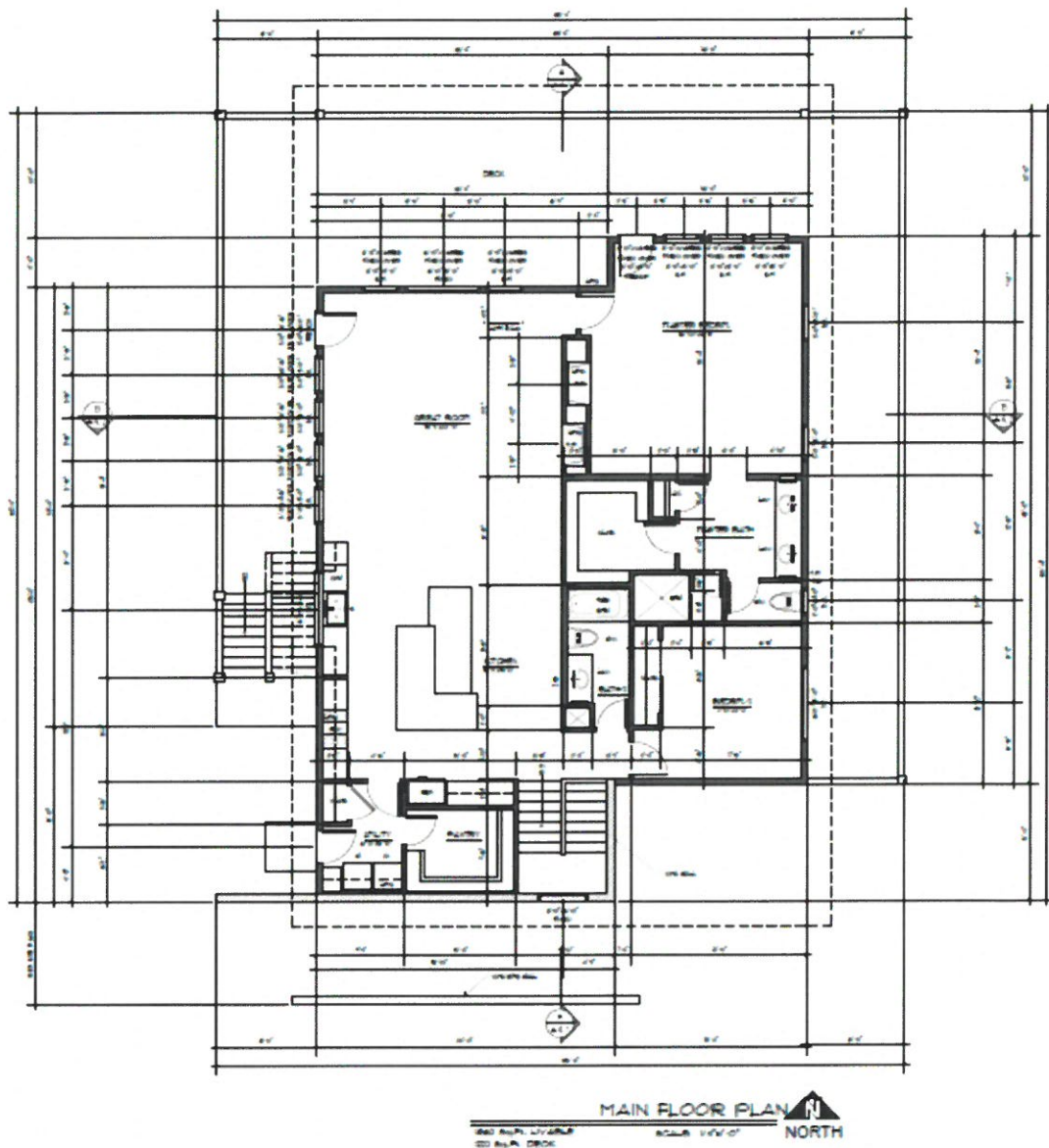


Figure 8: Main Floor Plan

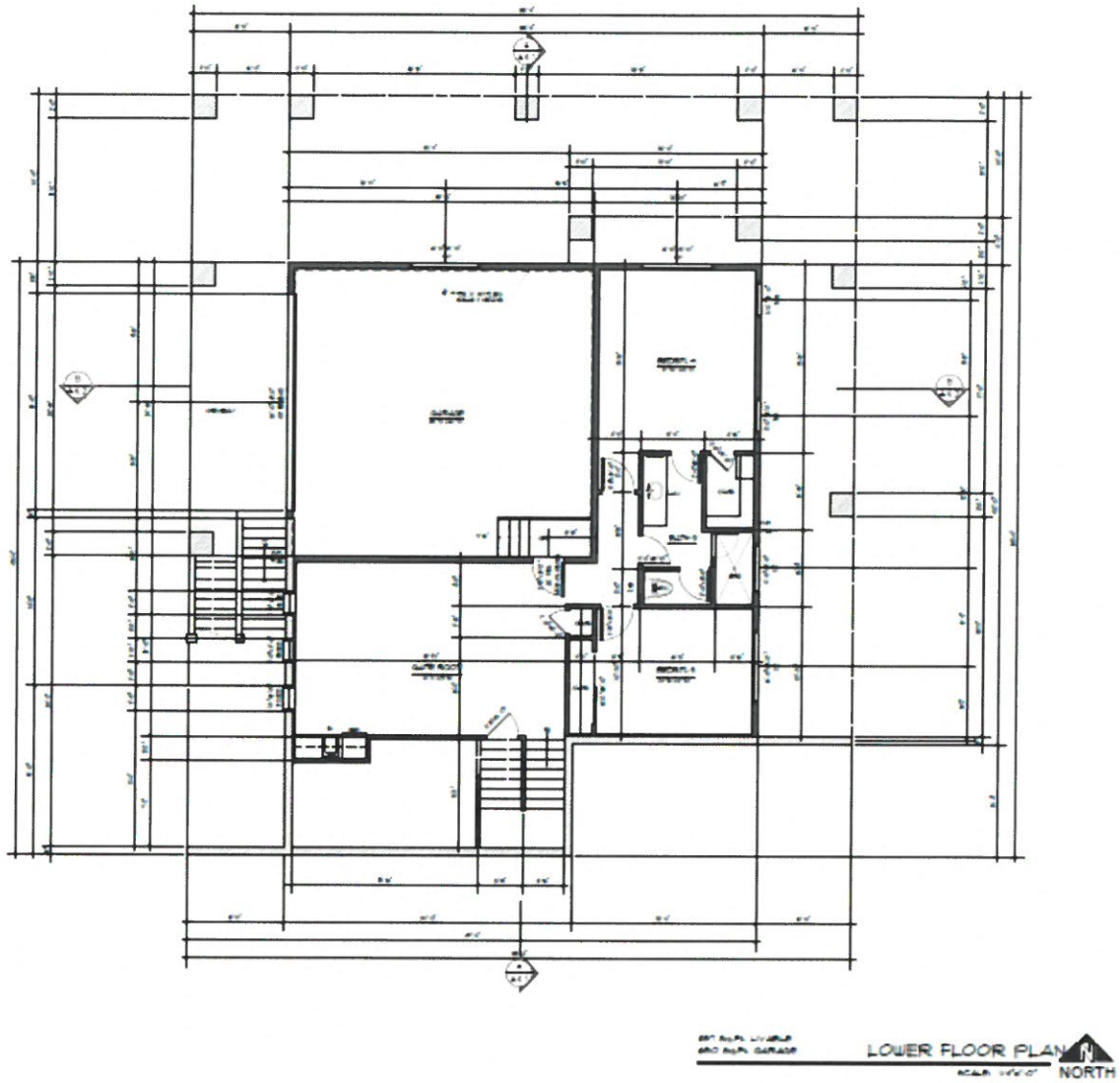


Figure 9: Lower Floor Plan



STAFF REPORT
TO THE
BOARD OF SUPERVISORS
GILA COUNTY CASE NUMBER CUPP2101-001
CONDITIONAL USE PERMIT TO EXCEED THE MAXIMUM BUILDING HEIGHT FOR A
SINGLE-FAMILY RESIDENCE



Public Hearing
July 27, 2021

610 East Highway 260
Payson, Arizona

and

745 Rose Mofford Way
Globe, Arizona

Case Details

Gila County Case Number:

CUPP2102-001

Request:

A building height of 42' for a proposed residence where 30' is the maximum permitted

Applicant/Owner:

Daniel Auxier

Staff Member:

Michelle Dahlke, Senior Planner

Property Details

Assessor Parcel Number:

301-60-015B

Property Address:

Address not yet assigned

Property Location:

Lot 21, Walnut Glen

Parcel Size:

0.53

Current Zoning Designation:

R1-D35

Current Comprehensive Plan Designation:

Residential (1-2 dwelling units per acre)

Current Land Use:

Vacant

Surrounding Zoning/Land Uses*:

North – R1-D35

East – R1-D35

South – R1-D35

West – R1-D35

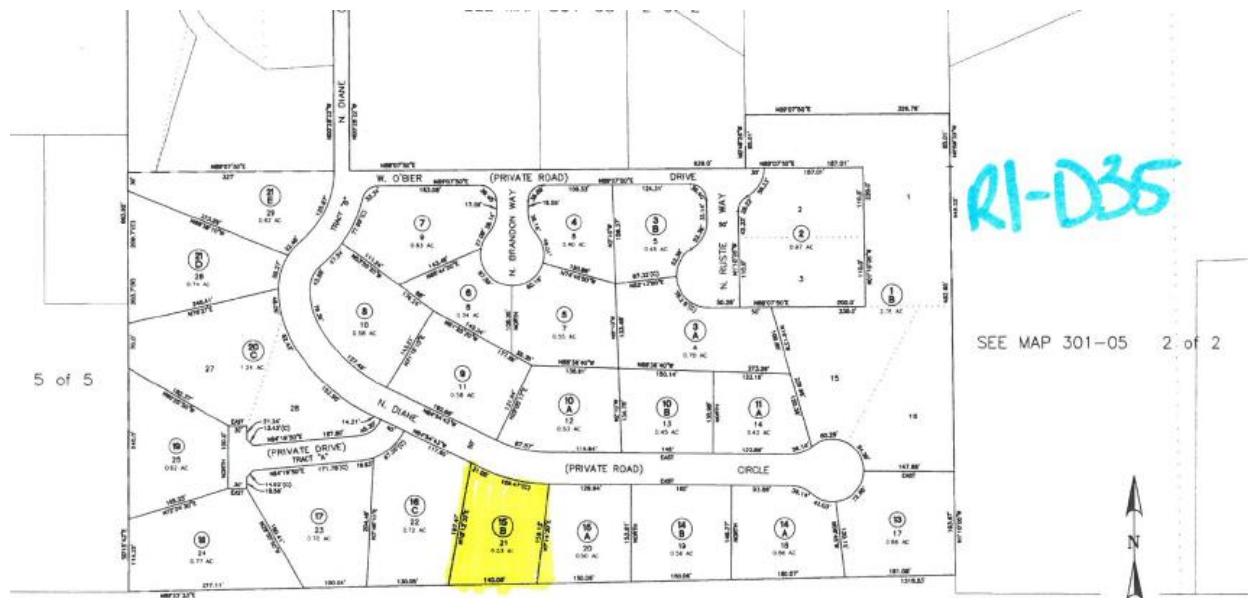


Figure 1: Copy of the Zoning Map for the Subject Property and Surrounding Area

Planning and Zoning Commission

The Planning and Zoning Commission continued the request to their April 15, 2021 meeting to allow more time for the applicant to work with neighbors regarding the proposed building height and number of stories. The applicant then requested a continuance of the request from the April 15, 2021 meeting to the May 20, 2021, meeting to provide them more time to redesign the proposed residence.

At their May 20, 2021 meeting, the Planning and Zoning Commission unanimously recommended approval of the Conditional Use Permit request subject to a reduced building height of 36' to the means with building columns not exceeding 17' in height.

Property Background

The applicant is requesting a Conditional Use Permit in order to construct a residence that will exceed the maximum building height of 30'. Originally, the applicant had requested a building height of 45' (measured from the grade level to the mean height between the eaves and ridge), where 30' is the maximum permitted, and a three-story residence, where two stories is the maximum permitted. The applicant revised the request to 42' and removed a loft, resulting in a two-story home rather than three. As discussed in the section above, the applicant agreed to further revise the building height from 42' to 36' at the May 20, 2021, Planning Commission meeting.

The applicant's justification for the increased height is primarily based on topographical issues including a steep slope of 132' between the back of the property to the front which accounts for a 60-70% slope across the property.

The applicant provided revised building elevations, reflecting a building height of 36' and building columns not to exceed 17', per the Planning and Zoning Commission recommendation, which are included as Figures 5, 6 and 7 of this report.



Figure 3: First Revised Site Plan

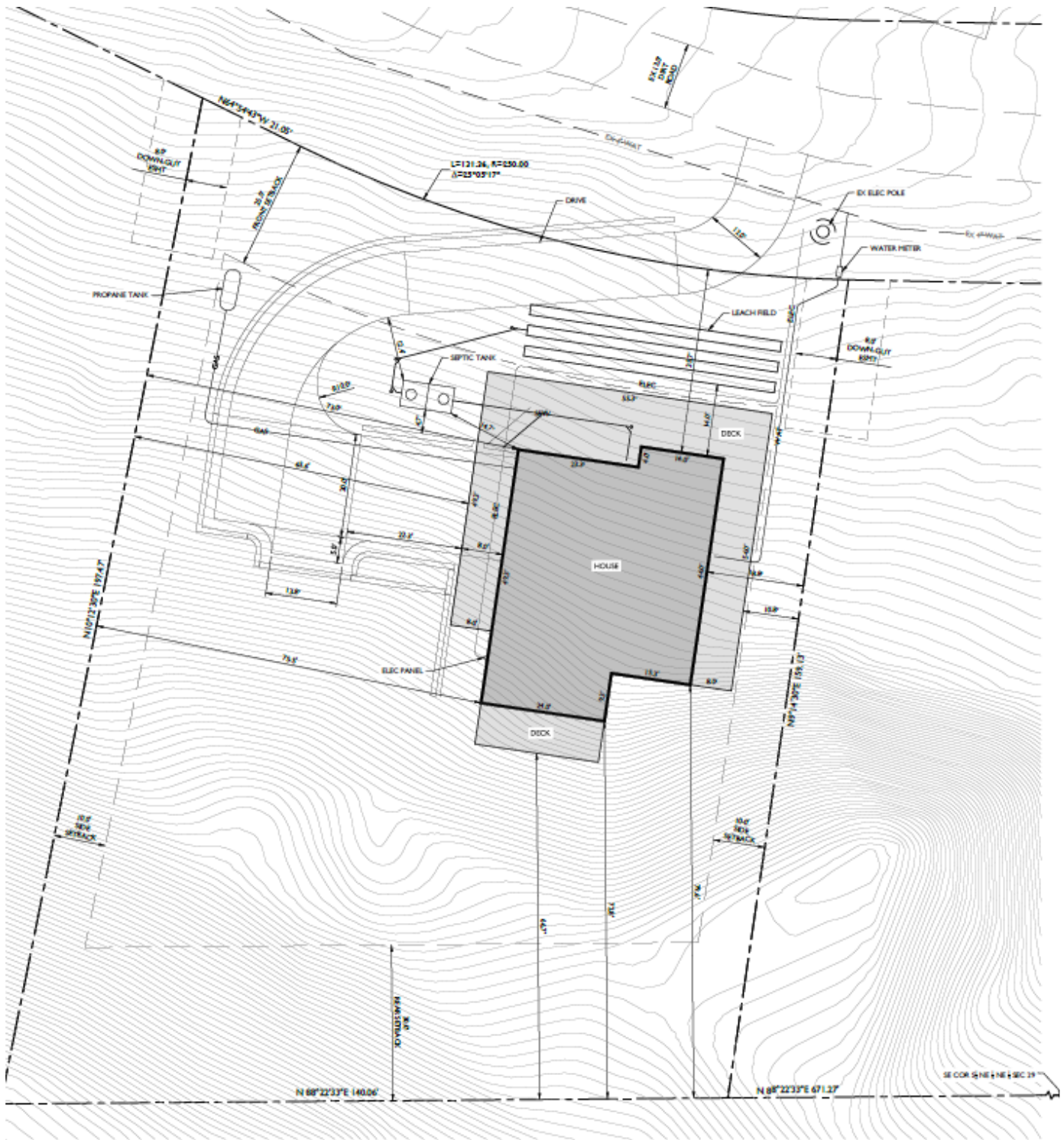


Figure 4: Original Site Plan

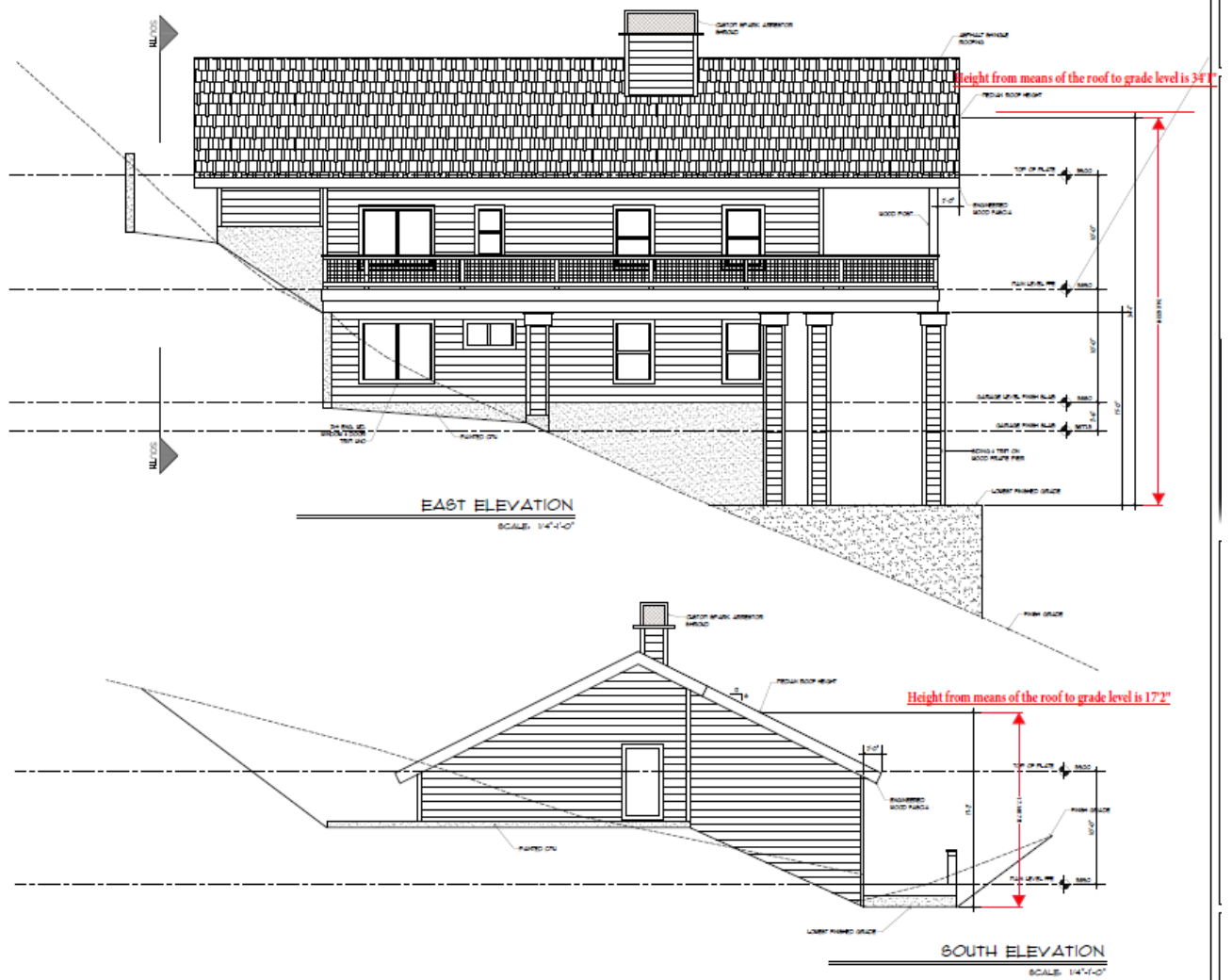


Figure 7: Revised East and South Elevation (reflects Planning and Zoning Commission recommendation)

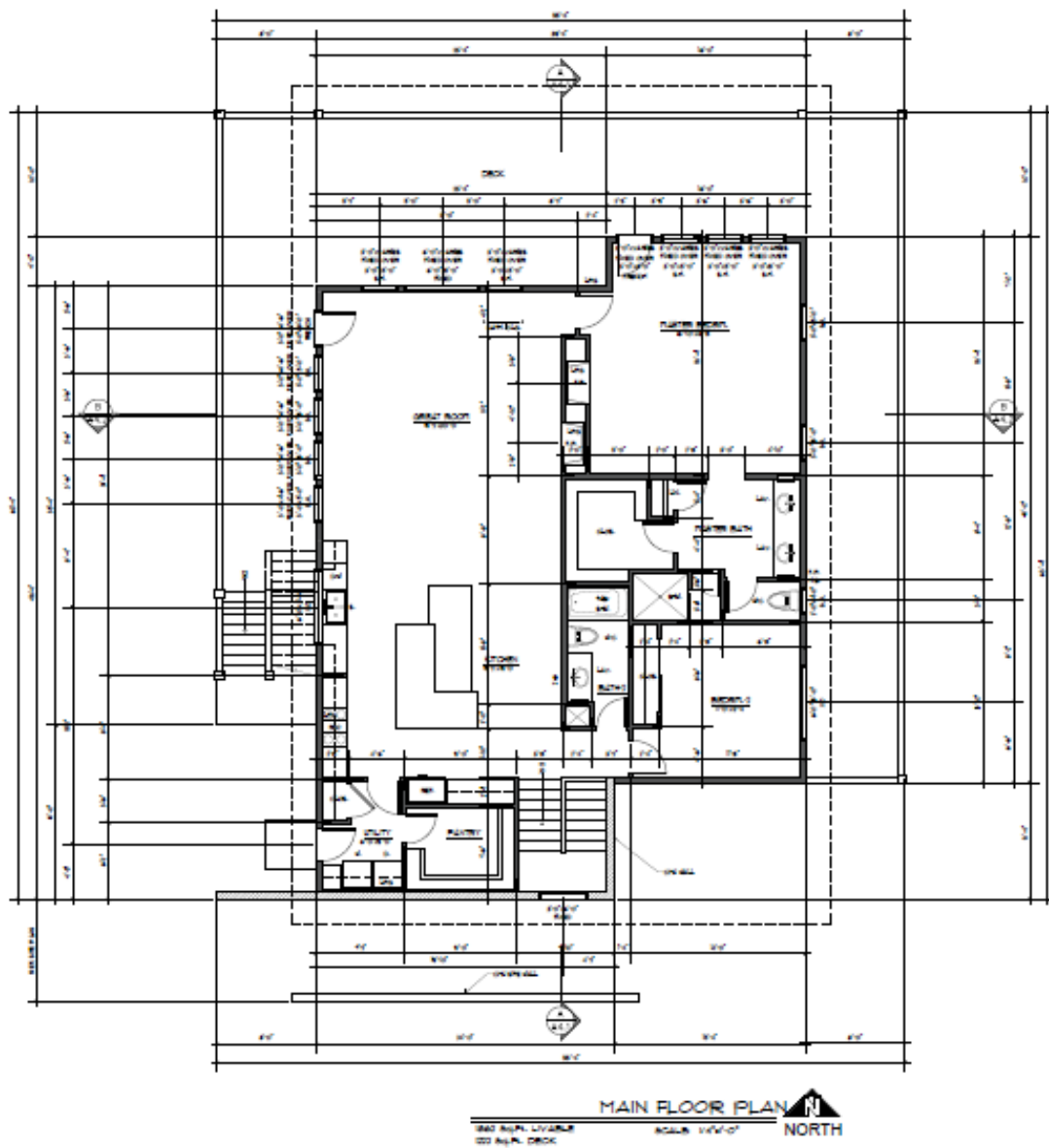


Figure 8: Main Floor Plan

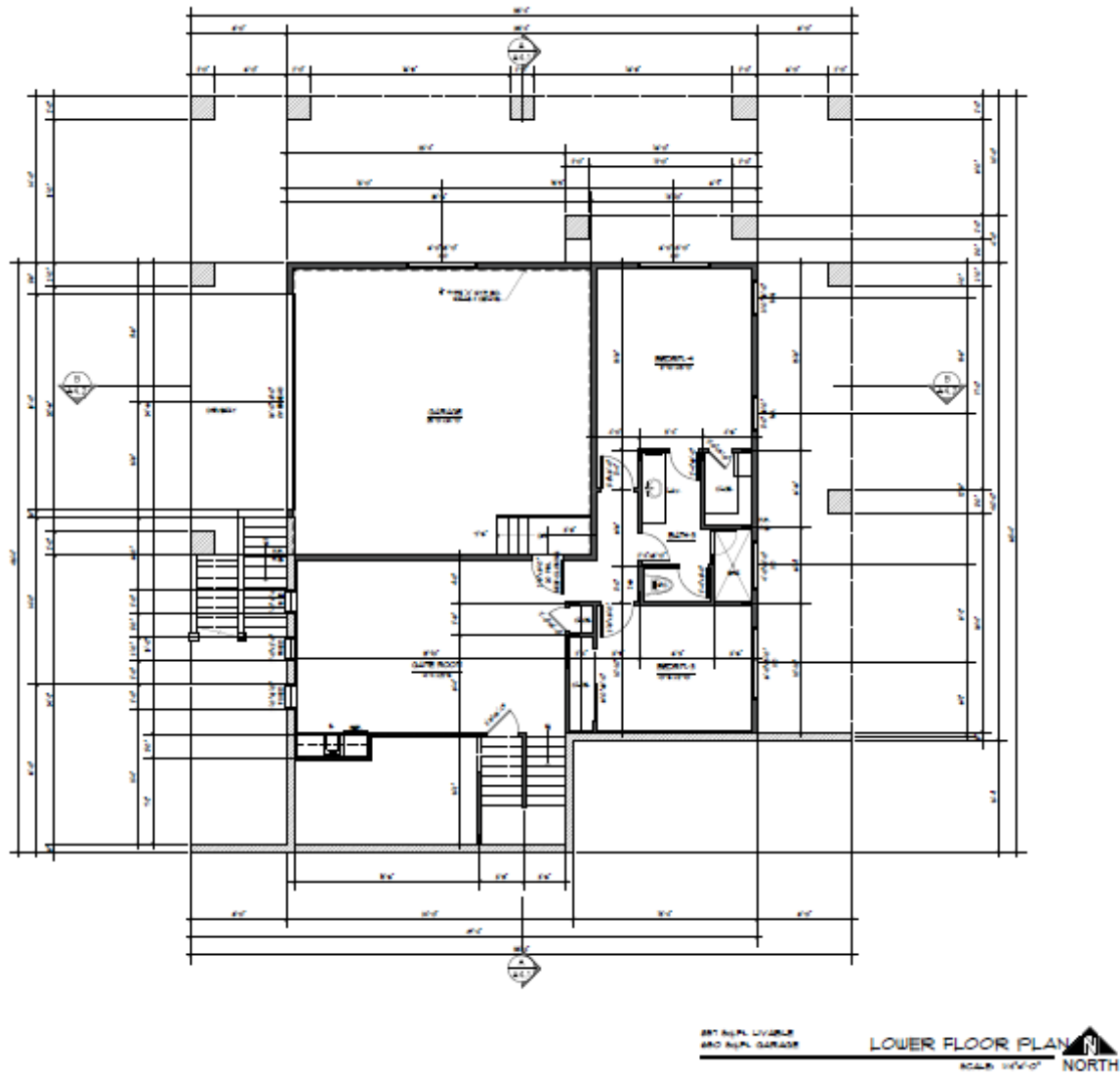


Figure 9: Lower Floor Plan



Figure 10: Looking North at the Property

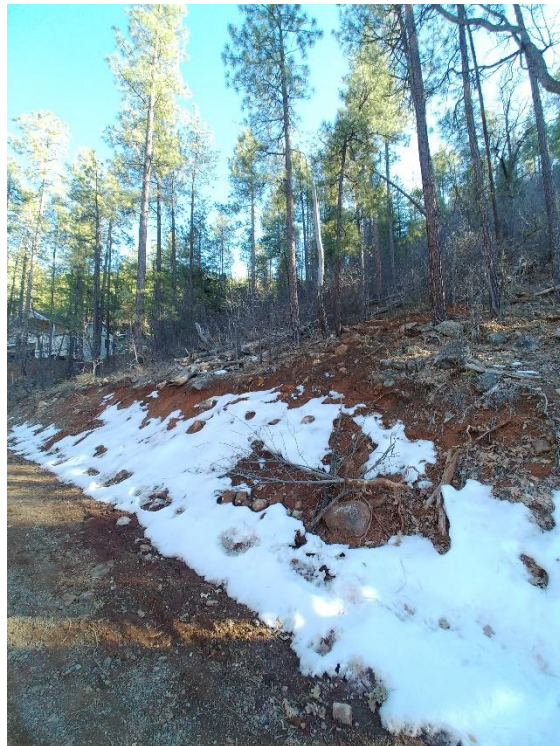


Figure 11: Looking East in Front of the Property



Figure 12: Looking West in Front of the Property



Figure 13: Looking at Home Across the Street from the Property



Figure 14: Looking West at Home Next Door to Property

Citizen Participation

The applicant held a neighborhood meeting via Zoom on February 16, 2021 and invited all properties within 300' of the Subject Property. Per the Citizen Participation report from the applicant, eight neighbors attended the meeting. A copy of the meeting minutes are provided in this packet. A map has been provided on the following page indicating which neighbors attended the neighborhood meeting, which have submitted emails in opposition to the request and which submitted emails in favor of the request. A copy of each of the emails is also provided in this packet.

Staff has been contacted by neighbors since the March Planning and Zoning Commission meeting with continued concerns regarding the building height and number of stories. A copy of all correspondence received to date is included in the enclosures section of this report. The applicant states that after the March Commission meeting, he spoke with several neighbors who indicated they would be amenable to the Auxiers bringing down the overall height of the residence as much as possible and enhancing the vegetation in front of the home to hide the columns. Staff has since provided the neighbors with a copy of the revised building elevations showing a reduction in height and the elimination of the loft. To date, staff has received a more positive neighbor response with the building height recommended by the Planning and Zoning Commission.

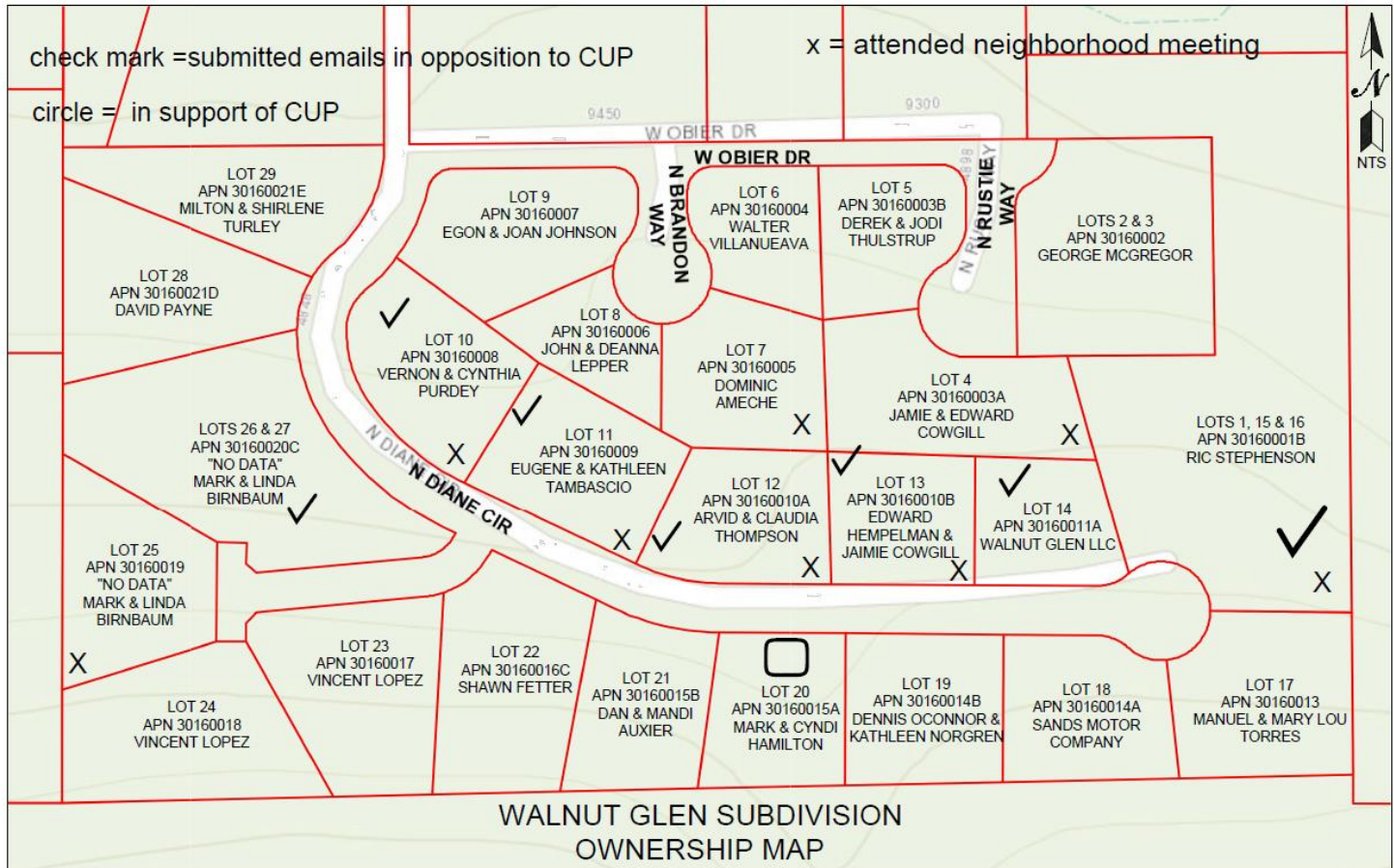


Figure 15: Map of Citizen Participation

Staff Review and Analysis

Staff conducted a site visit of the property and surrounding area in order to determine if the proposed residence had the potential to negatively impact other properties or otherwise be out of harmony or incompatible with these properties. It is clear that there are significant topographical challenges on this property given its slope and significant number of trees. This challenge is not specific to just the subject property but others in the subdivision as well. Particularly those lots on the south side of Diane Circle.

In reviewing other homes along Diane Circle in the immediate area, they include two-story structures that appear to be 30' or less in height. This is true for several properties in the area, even those which are located on lots with similar topographic issues. As previously proposed, the subject home would have a height of 42', using the way the County measures building height from grade to the mean height between the eaves and ridge. The actual height to the highest peak of the roof would be up to a foot higher.

Per Section 101.3.C of the Gila County Zoning Ordinance, conditional uses are those uses which would become harmonious or compatible with neighboring uses. Staff believes that the proposed redesign of the home, per the Planning and Zoning Commission recommended height of 36' with

the building columns not to exceed 17', is much more compatible and harmonious with the rest of the homes in the area.

Staff has been made aware that there are deed restrictions for the Walnut Glen subdivision limiting the number of building stories to two. With the removal of the loft, the County considers the residence to be two stories. The County enforces governmental regulations such as state statutes and the County Zoning Ordinance that affect the use of land, however, the County does not enforce private rules and regulations, such as those imposed by a homeowners' association, a property owner's association, or covenants, conditions, and restrictions that run with land; those rules and regulations are independent from, and may conflict with, governmental regulations. It is the applicant's responsibility to determine if there are any such private rules and regulations and comply with them.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommends approval of Case Number CUPP2101-001, a Conditional Use Permit to allow a building height of 36' where 30' is the maximum permitted with a maximum building column height of 17'.

Staff Recommendation

Staff is supportive of the request subject to the Planning and Zoning Commission recommendation.



**Gila County Community Development Department
Planning & Zoning Division**

745 N. Rose Mofford Way
Globe, AZ 85501
(928) 402-8512
FAX: (928) 425-0829

608 E. Highway 260
Payson, AZ 85541
(928) 474-9276
FAX: 928-474-0802

**CONDITIONAL USE PERMIT
APPLICATION**

Date: 2/1/2021

Address of Property Associated with Request: Lot 21 N. Diane Circle, Strawberry, Arizona 85544

Applicant Name: Daniel Auxier Phone No.: 503-2250

Mailing Address: 4372 S. Notting Hill Dr., Gilbert, Arizona 85297

Signature: [Signature]

Email Address: daniel.auxier@epsgruopinc.com

If the applicant is not the owner, please provide the owner's name below and complete the Authorized Agent form attached to this application form.

Owner's Name: _____

If the subject property is part of a homeowner association (HOA)*:

Name of HOA: _____ Phone No.: _____

Contact Person at HOA: _____

Mailing Address: _____

Email Address: _____

*Please note that Gila County notifies an HOA as a courtesy only and does not enforce any HOA-related documents (i.e. CC&Rs, deed restrictions, etc.).

FOR OFFICE USE ONLY

Case File No.: _____ Permit # _____ Zoning of Property _____ APN # _____

\$300 Fee Paid _____ Check No.: _____ Credit: _____ Cash: _____ Date: _____

Authorized Agent Form Received (if applicable): _____ Approved: _____ Denied: _____

Date notices mailed to Applicant and Adjacent Property Owners: _____ Appeal Form Received (if applicable) _____

Date of PZC Meeting: _____ Decision of PZC: _____

Appeal Due Date: _____ Appealed By: _____ On (date): _____

BOS Hearing Date (for appeal): _____ BOS Decision (for appeal): _____



Bringing Dreams to Life

Date: February 1, 2021

Owner: Dan "OX" Auxier

Project Description: Custom Spec home on Owner's Lot

Project Location: Lot 21, N. Diane Circle, Strawberry, Arizona

RE: Building Height and Story Restriction Conditional Use Permit Application

To whom it may concern;

The Auxier's purchased this lot with the intention of building a vacation home for their family. It is also a way for their children to participate in building something that their parents hope they will grow to love.

The issue is that this lot is exceptionally steep. On this ½ acre lot there is 132' of slope from back to front. The slope of the lot is between 60 and 70% making this an extraordinarily difficult lot to build a home on, and frankly impossible to build within the 30' height restriction. Even for what is a somewhat modest home like this one is proposed to be.

The Auxier's desire is for a home with a main and lower level. The main level with the Great Room and Master Bedroom is to capture the views to the north and to have a pitched roof in that direction to make the most of the northern light. The deck space for living and entertaining is on this side of the home for the same reasons. In the 63'-4" from the front of the deck to the back of the house there is 34' of elevation change, this created the condition where the loft space could be created and it could daylight at the south side of the home. The way the home is designed this only slightly contributes to the median height of the roof.

We have studied this lot and found that even a single story home would be significantly over the 30' height restriction simply because of the profile of the lot. The placement of the house on the lot appears to be irrelevant as the steepness occurs across the entirety of the lot.

1441 West Rancho Feliz Place
Tucson, Arizona 85704
928-978-1017
rsodesigns.bob@gmail.com



Bringing Dreams to Life

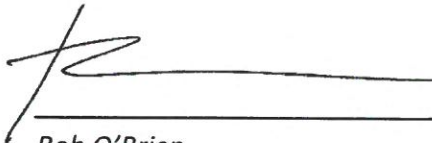
The elevation of the home was based upon the garage and the necessity for creating a driveway. We lowered the garage relative to the remainder of the house as much as possible, which set the main level at 5890.0'. This places the lowest point on grade at the deck columns at 5862.5'. The median roof elevation is 5906.2', resulting in a total height of 43'-8".

In the terms of context in the neighborhood, this home will have very little if any impact on the surrounding homes. There is National Forest to the south of the lot and the adjacent properties to the east and west have heavily treed space between them. In addition those properties have much of the same issues with steepness of the lots. The homes to the north are so far below this property that they do not have views in this direction.

The upper level will only just barely be visible from adjacent properties and as such will have the appearance of a two story home with the lower and main levels.

It is our hope that we can move forward with this design of the residence through a conditional use permit, allowing the third story and the lower level, for 45' in total height from grade to the median roof height. We feel that this design is consistent with the neighborhood, the surrounding home's and the mountain environment. We also feel that this is a reasonable design due to the steep slopes that are present on this property.

Thank you for your consideration,



Bob O'Brien
RsO Designs LLC

2/1/21
Date

1441 West Rancho Feliz Place
Tucson, Arizona 85704
928-978-1017
rsodesigns.bob@gmail.com

Account: R018176

Location

Situs Address

City Strawberry

Tax Area 1276 - District 1276

Parcel Number 30160015B

Legal Summary Section: 29 Township: 12N

Range: 08E LOT 21, WALNUT GLEN, &

UNDIVIDED 1/29 INT TR B, PLAT

514S1/2NE1/4NE1/4 SEC 29 T12N R8E = 0.53

AC (OUT OF 301-60-015)

Legal Description not to be used for recording or legal purposes.

Owner Information

Owner Name AUXIER DANIEL B & MANDI
S TRUSTEES; AUZIER FAMILY TRUST

Owner Address 4372 S NOTTING HILLS DR
GILBERT, AZ 85297

Assessment History

Full Cash Value (FCV) \$38,727

Limited Property Value (LPV) \$36,966

Primary Assessed \$5,545

Secondary Assessed \$5,809

Tax Area: 1276 **Primary Rate:** 0.102390

Secondary Rate: 0.0524060

Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed
02.R	\$38,727	\$36,966	\$5,545	\$5,809

Transfers

Sale Date

10/01/2020

Sale Price

\$52,000

Doc Description

WARRANTY DEED

Images

- [GIS](#)



LEGAL NOTICE

GILA COUNTY BOARD OF SUPERVISORS' PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing on Tuesday, July 27, 2021, at 10:00 a.m. regarding Case No. CUPP2102-001. This is an application submitted by Dan Auxier (Applicant/Owner). The applicant is requesting a Conditional Use Permit to allow a two-story, 42-foot in height building (measured from the grade level to the mean height between the eaves and ridge for gable and hip roofs per the Gila County Zoning Ordinance) for a new single-family residence. In the Residence One Use District, a Conditional Use Permit shall be required for any building exceeding two stories or thirty feet above ground level (measured from the grade level to the mean height between the eaves and ridge for gable and hip roofs per the Gila County Zoning Ordinance). The property is vacant land described as Lot 21 in the Walnut Glen subdivision in Strawberry, Arizona (APN 301-60-015B). The property is zoned Residence One District-Density District 35 (R1-D35)

The public hearing will take place at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, Arizona. One or more of the Board members may participate in the meeting by telephone conference call or by interactive television (ITV). The meeting will be televised to the Gila County Complex, Board of Supervisors' Conference Room, 610 East Highway 260, Payson, Arizona, and it will be live-streamed at

<https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live>.

Citizens may submit comments related to this agenda item by no later than 5 p.m. on Monday, July 26, 2021, by emailing the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Comments may also be input through YouTube during the public hearing portion of the meeting.

Citizens will also be allowed to attend this hearing in person in Globe or in Payson to provide their comments. A face mask must be worn while in the building which may be removed when addressing the Board. One person at a time will be allowed into the Board room.

Case No. CUPP2102-001 is available for review at the offices of the Gila County Community Development Department located at 745 North Rose Mofford Way in Globe, Arizona or 608 East Highway 260 in Payson, Arizona between 8:00 a.m. to 5:00 p.m.

By:

Michelle Dahlke
Gila County Community Development Department

ARF-6762

Public Hearing 3. B.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Randall Pluimer, Community Development Director

Submitted By: Kim Manfredi, Administrative Assistant

Department: Community Development

Information

Request/Subject

Public hearing to adopt Ordinance No. 2021-02 which authorizes the modification of the following: 1) a minor amendment to the Gila County Comprehensive Master Plan for APNs (Assessor's Parcel Numbers) 301-46-001C, 301-46-001D, and 301-72-037 thru 301-72-053 to change the land use designation from Residential 0.1 – 0.4 DU/AC to Mixed Use; 2) an amendment to the Gila County Zoning Map for APN# 301-46-001C, 301-46-001D and 301-72-037 thru 301-72-053 currently designated as Residence One – Density District 40 (R1-D40) and Residence One Limited-Density District 40 (R1L-D40) to Transitional Residential (TR) with a Planned Area Development (PAD) Overlay and a Trailer District (T) Overlay; and 3) a Reversion to Acreage for the Canyon River Ranch Final Subdivision plat, recorded on December 23, 2008, in the Official Records of Gila County, Recording Number 2008-015996. The parcels are vacant land located in the Canyon River Ranch subdivision, west of Payson, Arizona.

Background Information

The subject property was originally planned as a five-phased residential development generally referred to as Canyon River Ranch. Gila County approved a rezoning of the property in 2008 and a final subdivision plat was approved for the development in 2009. While some improvements were constructed, including a 5,600 square foot pavilion, a 20,000 square foot covered arena, a well site, a decorative entry feature/water tower, and some internal road work and grading, further development of the property was placed on hold due to the impacts of the Great Recession. Note that there are two parcels of land located in the area of the request that is not part of this request (APN # 301-46-001E and 001F).

Evaluation

The property recently changed hands and the new property owner is proposing a mixed-use development consisting of residential and commercial uses with a substantial amount of passive open space. At complete build-out, there will be 721 residential home sites with a mixture of single and doublewide mobile homes with approximately 40% of the overall home site devoted to recreational vehicles. Each home site will be fully improved with electricity, water, and wastewater services and leased to the resident for placement of a home or recreational vehicle. The owners would; however, like the ability to lease up to 100% of the property for recreational vehicle use until such time as the project is fully developed. Per the project narrative, the 100% recreational vehicle use will be for a temporary basis, for a period of 36 months from the issuance of the first building permit for any given phase.

The proposed commercial uses include restaurants, personal service businesses, self-storage facilities, general retail sales, and motor fuel and propane sales, all of which are mainly intended to serve the community. The property owners also envision certain temporary outdoor events.

The property owners propose to offer a significant number of amenities with this development including the existing pavilion and arena, a large community clubhouse, multiple miles of multi-use trails and paths, a 1-acre fishing pond, passive open space representing almost 60% of the property, and multiple sporting opportunities such as pickleball, tennis, baseball and softball, basketball courts, three dog parks, and three community swimming pools.

As part of the Planned Area Development (“PAD”) overlay zoning, the property owner is asking for a few deviations from the development standards of the Trailer District overlay requirements for mobile homes and recreational vehicles, commercial district, and parking requirements. The table provided in the Planning and Zoning staff report (attached to this agenda item) shows a comparison of what the minimum requirements are versus what the property owner is asking with the PAD overlay. Note that the purpose of PAD overlay is to allow flexibility in meeting the requirements of the underlying zoning district. The Zoning Ordinance recognizes that for specific planned communities, the PAD overlay can provide better alternatives for some land developments than conventional zoning districts can. Furthermore, the purpose of the PAD overlay is to encourage innovative and imaginative planning with a variety of housing opportunities that are affordable to the community.

The applicant would like the flexibility to develop the property either as a single-phase or as a two-phased development, depending on the timing of the approvals related to infrastructure permitting, construction costs, and

mobilization. If it becomes a two-phased project, the applicant anticipates one phase north of Doll Baby Ranch Road and the second phase to the south of this road.

Conclusion

In order to develop the property as proposed, a change in the Comprehensive Plan land use designation and a rezoning are required. The current land use designation for the property is Residential (0.1-0.4 dwelling units per acre), which is intended for low-density rural detached residential development, would not permit the proposed 4½ unit per acre development. Additionally, this residential land use designation only permits non-residential uses if permitted in the underlying zoning district and is located on a cumulative total of less than two acres and separated and buffered from adjacent residential uses. Due to the mix of uses requested on the property, the Comprehensive Plan land use designation of Mixed-Use is appropriate.

The proposed mix of uses and the use of mobile homes and recreational vehicles are not permitted under the existing zoning designation on the property of R1-D40 and R1L-D40, which is why a zoning change is required. The proposed zoning designation of Transitional Residential is intended for a mix of residential and commercial uses subject to a Development Plan. Additionally, the Trailer District overlay will allow for mobile home and recreational vehicle uses. The Planned Area Development overlay will enable the development to deviate from some of the zoning regulations as discussed earlier in this report.

Due to assurances from the developer that they will meet all applicable development standards and obtain all required local and state infrastructure and building permits, staff does not believe that the proposed change in the Comprehensive Plan land use designation or the requested zoning designation change would have a negative impact on the property or surrounding area. Rather, due to the significant number of amenities proposed and the fact that the project will bring more affordable housing to the area, staff believes the project will have a positive overall impact on the community.

The project will be required to go through the Development Plan process prior to the issuance of a building permit and, the State of Arizona will need to approve the proposed water and wastewater service to the community.

The applicant is also requesting a Reversion to Acreage for the Canyon River Ranch final subdivision plat. Approval of the reversion will abandon

the final plat, which was recorded in the official records of Gila County in 2008, and revert the land to its original acreage that existed prior to the final plat being recorded. This will enable the property owner to develop their mixed-use project as proposed.

Recommendation

Staff recommends that the Board of Supervisors conducts the public hearing and after the public hearing considers adopting Ordinance No. 2021-02 with conditions lined out in the staff report presented to the Board and attached to this agenda item.

Suggested Motion

Information/Discussion/Action to approve Case No. CPA2103-001, a minor amendment to the Gila County Comprehensive Plan, to change the land use designation from Residential 0.1-0.4 du/ac to Mixed Use; approve Case No. REZONP2103-001, a request to change the Gila County Zoning Map zoning designation from R1-D40 and R1L-D40 to Transitional Residential with a Planned Development Overlay and Trailer Overlay subject to the conditions that are outlined in the recommendation section of the Planning and Zoning staff report attached to this item; adopt Ordinance No. 2021-02; and approve Permit No. P2105-067, a request for a Reversion to Acreage for the Canyon River Ranch Final Subdivision plat, recorded on December 23, 2008 in the Official Records of Gila County, Recording Number 2008-015996. **(Randy Pluimer)**

Attachments

Ordinance No. 2021-02

Canyon River Legal Ad

Canyon River CPA and Rezoning Applications

Canyon River - Rezoning Narrative

Canyon River - CPA Narrative

Reversion to Acreage Application Materials

Canyon River Development Plan

Parcel Maps

Canyon River Staff Report

Applicant Presentation



ORDINANCE NO. 2021-02

AN ORDINANCE OF THE GILA COUNTY BOARD OF SUPERVISORS MODIFYING THE ZONING MAP FOR UNINCORPORATED AREAS OF GILA COUNTY TO CHANGE THE ZONING FOR ASSESSOR'S PARCEL NUMBERS 301-46-001C, 301-46-001D AND 301-72-037 THRU 301-72-053 FROM RESIDENCE ONE – DENSITY DISTRICT 40 (R1-D40) AND RESIDENCE ONE LIMITED – DENSITY DISTRICT 40 (R1L-D40) TO TRANSITIONAL RESIDENTIAL (TR) WITH A PLANNED DEVELOPMENT OVERLAY (PAD) AND A TRAILER DISTRICT OVERLAY (T) TO ALLOW A MIXED-USE DEVELOPMENT CONSISTING OF RESIDENTIAL AND COMMERCIAL USES

WHEREAS, an application was filed by Michael Baker International (Applicant), Gila County Planning and Zoning Case No. REZONP2103-001, to modify the Gila County Zoning Map for Unincorporated Areas of Gila County for Assessor's parcel number 301-46-001C, 301-46-001D and 301-72-037 thru 301-72-053; and

WHEREAS, the Gila County Board of Supervisors adopted the Gila County Planning and Zoning Ordinance on September 8, 1959; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on June 17, 2021, and unanimously recommended approval of the modification requested; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on July 27, 2021; and

WHEREAS, the Board of Supervisors has determined that the findings for a change in zoning district (as listed below) from the Gila County Zoning Ordinance, Section 104.1-Zoning Map, have been met.

1. The change is consistent with the goals, objectives and policies of the Gila County Zoning Ordinance and the Comprehensive Master Plan.

2. The change is in the interest of or will further the public health, safety, comfort, convenience and welfare of Gila County residents.
3. The change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby modifies the Zoning Map for Unincorporated Areas of Gila County to change the zoning for Assessor's parcel number 301-46-001C, 301-46-001D and 301-72-037 thru 301-72-053 from Residence One District - Density District 40 (R1-D40) and Residence One Limited – Density District 40 (R1L-D40) to Transitional Residential (TR) with a Planned Area Development overlay (PAD) and a Trailer District overlay (T) to allow a mixed-use development consisting of residential and commercial uses.

PASSED AND ADOPTED this 27th day of July 2021, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board

Tim R. Humphrey, Chairman

Approved as to form

The Gila County Attorney's Office

LEGAL NOTICE
GILA COUNTY BOARD OF SUPERVISORS' PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing on Tuesday, July 27, 2021, at 10:00 a.m. regarding Case No. CPAP2103-001, REZONP2103-001 and P2105-067, Michael Baker International (Applicant) / Canyon River Partners LLC, International West Civil Constructors Inc (Owners). The applicant is requesting 1) a minor amendment to the Gila County Comprehensive Master Plan for APN# 301-46-001C, 301-46-001D and 301-72-037 thru 301-72-053 to change the land use designation from Residential 0.1 – 0.4 DU/AC to Mixed Use, 2) an amendment to the Gila County Zoning Map for APN# 301-46-001C, 301-46-001D and 301-72-037 thru 301-72-053 currently designated as Residence One – Density District 40 (R1-D40) and Residence One Limited- Density District 40 (R1L-D40) to Transitional Residential (TR) with a Planned Area Development (PAD) Overlay and a Trailer District (T) Overlay, and 3) a Reversion to Acreage for the Canyon River Ranch Final Subdivision plat, recorded on December 23, 2008 in the Official Records of Gila County, Recording Number 2008-015996. The parcels are vacant land located in the Canyon River Ranch subdivision, west of Payson, Arizona.

The public hearing will take place at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, Arizona. One or more of the Board members may participate in the meeting by telephone conference call or by interactive television (ITV). The meeting will televised to the Gila County Complex, Board of Supervisors' Conference Room, 610 East Highway 260, Payson, Arizona, and it will be live-streamed at <https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live>.

Citizens may submit comments related to this agenda item by no later than 5 p.m. on Monday, July 26, 2021, by emailing the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Comments may also be input through YouTube during the public hearing portion of the meeting.

Citizens will also be allowed to attend this hearing in person in Globe or in Payson to provide their comments. A face mask must be worn while in the building which may be removed when addressing the Board. One person at a time will be allowed into the Board room.

Case No. CPAP2103-001, REZONP2103-001 and P2105-067, is available for review at the offices of the Gila County Community Development Department located at 745 North Rose Mofford Way in Globe, Arizona or 608 East Highway 260 in Payson, Arizona between 8:00 a.m. to 5:00 p.m.

By: _____
Michelle Dahlke
Gila County Community Development Department

Gila County Community Development Division
Planning & Zoning Department

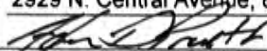
745 N Rose Mofford Way, Globe, AZ 85501
928-402-8512 or 402-8514, FAX 928-425-0829

Or

608 E Highway 260, Payson, AZ 85541
928-474-9276, FAX 928-474-0802

APPLICATION FOR MINOR COMPREHENSIVE PLAN AMENDMENT

Date February 26, 2021 File No.: CPAP2103-001

Applicant Name Michael Baker International (Adam Pruett) Phone No.: 602.308.1320
Mailing Address 2929 N. Central Avenue, 8th Floor, Phoenix, AZ 85012
Signature(s): 

Owners Name Canyon River Partners Phone No.: 602.321.2185
Mailing Address 811 N. Catalina Avenue, Suite 1306, Redondo Beach, CA 90277
Signature Authorized Agent Forms Enclosed

(If the applicant is not the owner of the subject property, the owner must submit an authorized agent form to allow the applicant to act for him or her.)

Property Address No address; property located approximately 6.5 miles west of Payson on Doll Baby Ranch Road
Tax Assessor Parcel No. Several, See Attached Narrative
Legal Description See Attached Narrative
Current Zoning: PAD Requested Zoning: Canyon River Ranch PAD
CURRENT USE OF PROPERTY Vacant with minor improvements from previous development effort.

DESCRIBE PROPOSED PROPERTY USE: (Use extra sheet if necessary)
See Attached Narrative

SITE PLAN: See attached instruction sheet for requirements. Site plan must be submitted with the application.

UTILITIES CURRENTLY AVAILABLE AT SITE: Gas Sewer x Water Electric
If utilities are not available, describe how utilities will be provided Water and wastewater will be provided and managed on-site; property will be served by APS

Information must be complete and accurate. Attach all required information as outlined on the attached instruction sheet.

FOR OFFICE USE ONLY CREDIT

Fee received (\$365): Check No. Cash Date:
PZC Legal Publication and Posting Date: Hearing Date:
PZC Recommendation:
BOS Legal Publication and Posting Date: Hearing Date:
BOS Decision:



**Gila County Community Development Department
Planning & Zoning Division**

745 N. Rose Mofford Way
Globe, AZ 85501
(928) 402-8512
FAX: (928) 425-0829

608 E. Highway 260
Payson, AZ 85541
(928) 474-9276
FAX: 928-474-0802

**ZONING CHANGE (REZONING), ZONING
MAP OR ZONING ORDINANCE AMENDMENT,
OR SUPPLEMENT APPLICATION**

Date: February 26, 2021

Address of Property Associated with Request: Canyon River Ranch (6.5 mi west of Payson)

Applicant Name: Michael Baker International (Adam Pruett) Phone No.: 602.308.1320

Mailing Address: 2929 N. Central Ave, 8th Floor, Phoenix, AZ 85012

Signature: 

Email Address: adam.pruett@mbakerintl.com

If the applicant is not the owner, please provide the owner's name below and complete the Authorized Agent form attached to this application form.

Owner's Name: Canyon River Partners

If the subject property is part of a homeowner association (HOA)*: No HOA at this time.

Name of HOA: _____ Phone No.: _____

Contact Person at HOA: _____

Mailing Address: _____

Email Address: _____

*Please note that Gila County notifies an HOA as a courtesy only and does not enforce any HOA-related documents (i.e. CC&Rs, deed restrictions, etc.).

FOR OFFICE USE ONLY

REZONP2103-001
Case File No.: _____ Permit # _____ Zoning of Property: R1-D40 APN # 301-46-001D, -001C

\$365 Fee Paid Check No.: _____ Credit: X Cash: _____ Date: 3/17/2021

Authorized Agent Form Received (if applicable): _____

PZC Legal Publication and Posting Date: _____ Hearing Date: _____ PZC Recommendation: _____

BOS Legal Publication and Posting Date: _____ Hearing Date: _____ BOS Decision: _____

AUTHORIZED AGENT FORM

PROPERTY ADDRESS: Canyon River Subdivision

ASSESSOR PARCEL NUMBER: 301-72-045

*Please list additional sheets if necessary.

The undersigned, registered property owner(s) of the above-referenced property, do hereby authorize
_____ of Michael Baker International

to act on my/our behalf and take all actions necessary for the processing, issuance and acceptance of this request for a Minor Comprehensive Plan Amendment to the Gila County Community Development Department.

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

Authorized Signature

Kyle Randall

Date 2-23-2021

Authorized Signature

Date

STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 23rd day of February,
2021 by Kyle Reese Randall

Notary Signature

Sarah Owen

Serial Number

593859



AUTHORIZED AGENT FORM

PROPERTY ADDRESS: Guyon River Subdivision

ASSESSOR PARCEL NUMBER: 301-72-087 through 301-72-53 and 301-46001C+D

The undersigned, registered property owner(s) of the above-referenced property, do hereby authorize

_____ of Michael Baker International

to act on my/our behalf and take all actions necessary for the processing, issuance and acceptance of this request for a rezoning to the Gila County Community Development Department.

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

Authorized Signature

[Signature]

Date 2/22/2021

Authorized Signature

Date

STATE OF California

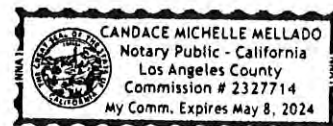
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 22 day of Feb 2021

on ~~2020~~ by Charles Brown

Notary Signature [Signature]

Serial Number 2327714



AUTHORIZED AGENT FORM

PROPERTY ADDRESS: Canyon River Subdivision

ASSESSOR PARCEL NUMBER: 301-72-037 through 301-72-053 and 301-46-001C and 301-46-001D

*Please list additional sheets if necessary.

The undersigned, registered property owner(s) of the above-referenced property, do hereby authorize _____ of Michael Baker International

to act on my/our behalf and take all actions necessary for the processing, issuance and acceptance of this request for a Minor Comprehensive Plan Amendment to the Gila County Community Development Department.

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

Tau Sueren

Authorized Signature

Authorized Signature

12-8-2020

Date _____

Date _____

STATE OF California

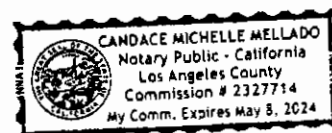
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 08 day of December,

20 by Paul Brown

Notary Signature _____

Serial Number _____



AUTHORIZED AGENT FORM

PROPERTY ADDRESS: Canyon River Subdivision

ASSESSOR PARCEL NUMBER: 301-72-045

The undersigned, registered property owner(s) of the above-referenced property, do hereby authorize _____ of Michael Baker International

to act on my/our behalf and take all actions necessary for the processing, issuance and acceptance of this request for a Reversion to Acreage request submitted to the Gila County Community Development Department.

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

[Signature]

Authorized Signature

5/26/2021

Date

Authorized Signature

Date

STATE OF Arizona

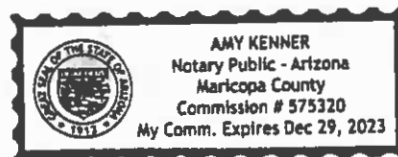
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 26 day of May

2021 by Kyle Reese Randall

Notary Signature [Signature]

Serial Number #575320



AUTHORIZED AGENT FORM

PROPERTY ADDRESS: Canyon River Subdivision

ASSESSOR PARCEL NUMBER: 301-72-045

The undersigned, registered property owner(s) of the above-referenced property, do hereby authorize _____ of Michael Baker International

to act on my/our behalf and take all actions necessary for the processing, issuance and acceptance of this request for a Reversion to Acreage request submitted to the Gila County Community Development Department.

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.



Authorized Signature

5/26/2021

Date

Authorized Signature


Date

STATE OF Arizona

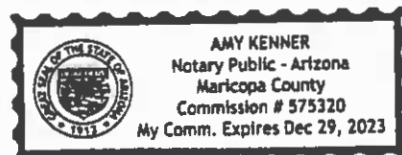
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 26 day of May

2021 by Kyle Reese Randall

Notary Signature 

Serial Number #575320





Recording Requested By:
Empire West Title Agency LLC

And When Recorded Mail To:
Canyon River Partners, LLC, an Arizona limited
liability company
2812 North Norwalk #115
Mesa, AZ 85215

Escrow No.134599EW -LP

This area reserved for County
Recorder

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I,
SREI Cottage Payson, LLC, a Colorado limited liability company
do hereby convey to
Canyon River Partners, LLC, an Arizona limited liability company
the following described property situated in the County of Gila, State of Arizona:
See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Existing taxes,^{**} assessments, covenants, conditions, restrictions, rights of way,
easements, and all other matters of record.
^{**} That are a lien not yet due and payable

And I do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated: October 15, 2020

SREI Cottage Payson, LLC, a Colorado limited liability company
by: SREI Financial LLC, WILLIAM H. HILL as Manager
by: Mark Foster a Colorado limited liability company
Mark Foster, Manager

by: Cottage Capital Partners, LLC, a Delaware LLC, as Manager
Signed in Counterpart
by: Kevin Quinn
Kevin Quinn, Manager

Recording Requested By:
 Empire West Title Agency LLC

And When Recorded Mail To:
 Canyon River Partners, LLC, an Arizona limited
 liability company
 2812 North Norwalk #115
 Mesa, AZ 85215

Escrow No.134599EW

This area reserved for County
 Recorder

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I,
SREI Cottage Payson, LLC, a Colorado limited liability company
 do hereby convey to
Canyon River Partners, LLC, an Arizona limited liability company
 the following described property situated in the County of Gila, State of Arizona:
See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Existing taxes,** assessments, covenants, conditions, restrictions, rights of way,
 easements, and all other matters of record.

** That are a lien not yet due and payable

And I do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated: October 15, 2020

SREI Cottage Payson, LLC, a Colorado limited liability company
 by: SREI Financial LLC, a Colorado limited LC as Manager

by: **Signed in Counterpart**
Mark Foster, Manager

by: Cottage Capital Partners, LLC, KEVIN QUINN, as Manager
 a Delaware limited liability company
 by: K. Quinn, MANAGER
 Kevin Quinn, Manager

Dated October 15, 2020

Warranty Deed

Escrow No. 134599EW

STATE OF Colorado)
County of Denver) SS.

On October 16th, 2020, before me, the undersigned Notary Public, personally appeared Mark Foster, Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies) and that his her their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LOUIS RIVAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194027097
MY COMMISSION EXPIRES JULY 19, 2023

My Commission Expires: July 19th, 2023 Notary Public

STATE OF _____)
County of _____) SS.

On _____, before me, the undersigned Notary Public, personally appeared **Kevin W. Quinn, Manager**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____
Notary Public

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF GILA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

HOMESTEAD ENTRY SURVEY NO. 613, EMBRACING A PORTION OF APPROXIMATELY SECTIONS 8 AND 17, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH U.S. LOCATION MONUMENT NO. 131 BEARS NORTH 86 DEGREES 58 MINUTES WEST, A DISTANCE OF 151.39 CHAINS;

THENCE SOUTH 79 DEGREES 20 MINUTES EAST, A DISTANCE OF 26.10 CHAINS TO CORNER NO. 2;

THENCE SOUTH 42 DEGREES 38 MINUTES EAST, A DISTANCE OF 11.55 CHAINS TO CORNER NO. 3;

THENCE SOUTH 24 MINUTES EAST, A DISTANCE OF 40.40 CHAINS TO CORNER NO. 4;

THENCE NORTH 75 DEGREES 14 MINUTES WEST, A DISTANCE OF 38.50 CHAINS TO CORNER NO. 5;

THENCE NORTH 04 DEGREES 32 MINUTES EAST, A DISTANCE OF 44.05 CHAINS TO CORNER NO. 1, THE POINT OF BEGINNING, ACCORDING TO BOOK 37 OF REAL ESTATE DEEDS, PAGE 377, RECORDS OF GILA COUNTY, ARIZONA.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 79 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE LINE BETWEEN CORNERS NO. 1 AND NO. 2 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 1153.98 FEET;

THENCE SOUTH 11 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 11 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 250.00 FEET;

THENCE NORTH 79 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 697.00 FEET;

THENCE NORTH 11 DEGREES 16 MINUTES 41 SECONDS EAST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 79 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 697.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, GILA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Exhibit "A"

continued

BEGINNING AT CORNER NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE NORTH 75 DEGREES 01 MINUTES 29 SECONDS WEST, ALONG THE LINE BETWEEN CORNERS NOS. 4 AND 5 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 2538.84 FEET TO SAID CORNER NO. 5;

THENCE NORTH 04 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE LINE BETWEEN CORNERS NO. 5 AND NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 600.00 FEET;

THENCE SOUTH 74 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 2488.49 FEET TO A POINT ON THE LINE BETWEEN CORNERS NO. 3 AND NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

AND EXCEPT Lot 45, of CANYON RIVER RANCH, according to Map No. 796A, 796B and 796C and Amended in Map No(s) 800A, 800B and 800C, Records of Gila County, Arizona

PARCEL NO. 2:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, EMBRACING A PORTION OF APPROXIMATELY SECTIONS 8 AND 17, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE NORTH 75 DEGREES 01 MINUTES 29 SECONDS WEST, ALONG THE LINE BETWEEN CORNERS NO. 4 AND 5 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 2538.84 FEET TO SAID CORNER NO. 5;

THENCE NORTH 04 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE LINE BETWEEN CORNERS NO. 5 AND NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 600.00 FEET;

THENCE SOUTH 74 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 2488.49 FEET TO A POINT ON THE LINE BETWEEN CORNERS NO. 3 AND NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

Dated October 15, 2020 Warranty Deed Escrow No. 134599EW
STATE OF _____)
County of _____)SS.

On _____, before me, the undersigned Notary Public,
personally appeared **Mark Foster, Manager**, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signed in Counterpart

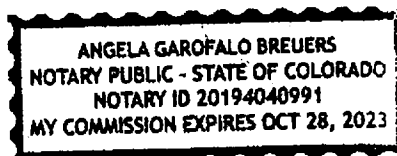
My Commission Expires: _____ Notary Public

STATE OF COLORADO)
County of PITKIN)SS.

On 10/16/2020, before me, the undersigned Notary Public,
personally appeared **Kevin W. Quinn, Manager**, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

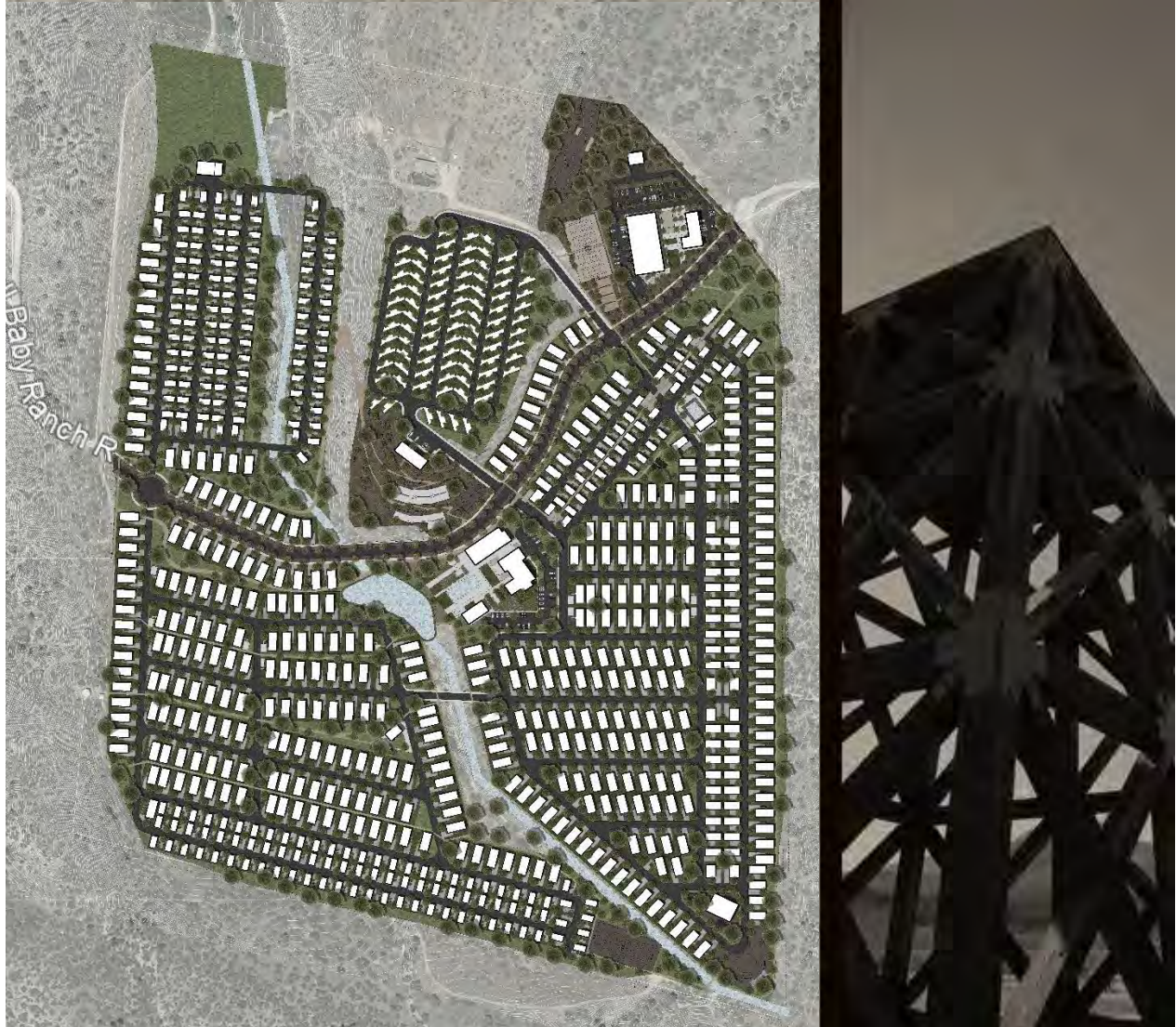
My Commission Expires: 10/28/23 Notary Public



Planned Area Development for

Canyon River Ranch

GILA COUNTY, AZ



Applicant:

Michael Baker
INTERNATIONAL

Michael Baker International

Phoenix Plaza Tower II, 2929 N. Central Avenue, 8th Floor
Phoenix, AZ 85012

Table of Contents

Project Team	1
Concept Plan	2
Purpose of Request	3
General	
Conformance with the Comprehensive Plan	3
Property History	3
Context	4
Surrounding and Adjacent Properties	4
Public Outreach	4
Proposal	6
Property Size and Location	6
Residential Component	6
Residential Uses and Development Standards	6
Commercial Uses and Development Standards	9
Project Amenities	11
Timing of Development	12
Phasing	12
Utilities and Services	12
Water	12
Wastewater	12
Electricity	13
Solid Waste	13
Fire and Medical	13
Reversion to Acreage	13
Streets and Common Areas	13
Doll Baby Ranch Road	13
Local Canyon River Ranch Roads	14
Common Areas	14
Development Plan	14
Legal Description	15

Project Team



Canyon River Partners

811 N Catalina Avenue, Suite 1306
Redondo Beach, CA 90277



Michael Baker International

Phoenix Plaza Tower II, 2929 N. Central Avenue, 8th Floor
Phoenix, AZ 85012

Concept Plan



Purpose of Request

General

The purpose of this rezoning request is to establish the necessary zoning, use allowances, and development standards to allow the future development of an age-restricted mobile home and recreational vehicle community. The proposed zoning designation is Transitional Residential with Planned Area Development (PAD) and Trailer District overlays (TR-PAD-T).

Conformance with the Comprehensive Plan

This rezoning request accompanies an application for a Minor Comprehensive Plan Amendment. The property is currently designated Residential with a projected density range of 0.1 to 0.4 dwelling units per acre (du/ac). This designation is intended for very low-density rural residential development, including farming and ranching. To align the County's Comprehensive Plan with this development, a Minor Amendment has been filed to change the land use designation from Residential 0.1 to 0.4 du/ac to Mixed Use.

Property History

In 2008, the subject property was zoned PAD to allow for 116 'cabin' properties. The final plat for this concept was completed and approved by Gila County in June of 2009 with the first phase of construction beginning shortly thereafter. Doll Baby Ranch Road from the Town of Payson town limits to the property was improved and dry utility conduit was installed. On-site improvements included a portion of the residential road network and ribbon curbing, a well site with storage and pump facilities, grading and retention, a 20,000 square-foot covered arena and a 5,600 square-foot pavilion, and a decorative water tower entry feature. Construction ceased by 2011 due to the prolonged economic recession that affected so much of the country.

The property has since been acquired by Canyon River Partners, however, after analyzing market conditions, it is evident that the demand for the previously-entitled 'cabin' concept has diminished considerably. Therefore, this proposal intends to reposition the property in a manner that provides a new affordable and well-amenitized housing option for the region.



Figure 1: Previous Cabin Property Concept

Context

Surrounding and Adjacent Properties

Canyon River Ranch is surrounded by United States Forest Service land. Such lands are neither zoned nor do they have a local jurisdictional land use designation. These are public lands intended for public use as prescribed by the federal government. Ongoing communication with the USFS Payson Ranger Station has been a priority in the development of this project as well as discussions pertaining to access and drainage improvements along Doll Baby Ranch Road. To date, the USFS remains supportive of the proposed development.



This community will have a rather unique feature in that near the northern end of the property, there are two 2-acre occupied residential parcels under separate private ownership which occur within the boundary of the overall project. The owners of these parcels were approached to be included in this project (without transfer of ownership), however, both owners have declined this offer. Neither parcel is integral to the development of the Canyon River Ranch community.



Public Outreach

Based on the extensive history of this property, the development team has established a long-standing relationship with property owners in the area, specifically, the Tonto National Forest Payson Ranger Station (USFS) and the exempted property owners. Additionally, the team has had ongoing communication with the Town of Payson, Gila County, North Gila County Sanitary District, and private property owners along Doll Baby Ranch Road between the Town of Payson town limits and the Canyon River Ranch.

A community meeting was held virtually on the Zoom meeting platform on January 14, 2021 at 5:30 p.m. **Property owners within 300'** of the subject property were invited to attend the meeting to discuss the project in detail. This was a productive meeting that resulted in a number of changes to the site plan that would improve access to Parcels A and B as shown in Figure 2 below, preserve or enhance privacy, and preserve views and physical access to the north. These changes are in addition to a separate agreement between the Canyon River Ranch property

owner and the owners of Parcels A and B in which approximately four (4) acres of property will be deeded to the owners of Parcels A and B (Figure 2).

Figure 2: Deeded Property



Proposal

Property Size and Location

The subject property consists of approximately 158.16 acres located approximately 6.2 miles west of the Town of Payson on Doll Baby Ranch Road. It is currently in an unincorporated portion of Gila County and remains undeveloped except for the improvements stated above. In total, this proposal includes twenty (20) parcels, seventeen (17) of which were created with the previous rezoning and Phase 1 plat.

Parcels Included in this Proposal			
301-46-001C	301-72-040	301-72-045	301-72-051
301-46-001D	301-72-041	301-72-046	301-72-052
301-72-037	301-72-042	301-72-047	301-72-053
301-72-038	301-72-043	301-72-048	
301-72-039	301-72-044	301-72-050	

Parcel number in bold text is under separate ownership but has provided written authorization to be included in this PAD.

Residential Component

Canyon River Ranch is an age-restricted community comprised of up to 721 residential homesites comprised of both mobile home homesites and Recreational Vehicle (RV) spaces. Canyon River Ranch will welcome a mix of 'single' and 'double' mobile homes as well as RV sites with full utility connections.

Residential Homesites	721 (4.56 du/ac)
RV Spaces	40% (288*)
Open Space	93 acres
Commercial	3 acres
Storage	20,000 s.f.

** RV space allowance based on entitlement*

Homesites will be improved and leased to residents, who will place their home on the site and connect to provided water, wastewater, and electric utilities.

At build-out, it is anticipated that the total RV spaces will not exceed 40% of the total residential entitlement; however, as development commences, there may be a period of time where Canyon River Ranch may be occupied 100% by Recreational Vehicles. Each phase of Canyon River Ranch may allow 100% Recreational Vehicle use *on temporary basis* for a period of 36 months from the issuance of the first building permit for the given phase. This allowance includes the temporary RV use of mobile home homesites.

Residential Uses and Development Standards

Parcels designated for residential and recreational vehicle space development are limited to the permitted uses as provided in the Gila County Transitional Residential (TR) and Trailer District (T) Zoning District(s), Sections 104.3.D and 104.6.C, respectively, except as modified herein:

- Mobile and manufactured homes, including 'park models', 'tiny homes' and / or 'shipping container homes'.
- Individual private accessory buildings, except for HOA-approved optional garage buildings shall be prohibited.
- Outdoor storage of personal belongings shall be prohibited.
- Fences and free-standing walls with a maximum height of six feet above ground level; provided, however, that no fence or free-standing wall shall be constructed in such a way

as to create a hazard to safety by restricting the view of a driver entering a street from a private drive or alley or approaching an intersection of two streets.

- Communal recreation buildings and structures, laundry facilities, swimming pool, playground and other common area uses for the exclusive benefit of subdivision residents and guests.
- Paths, trails, and golf cart / UTV paths for residents and guests to use for recreation and internal circulation.
- Parks, playgrounds, recreational lakes, and community-owned buildings.
- Temporary buildings used for the sale or lease of homesites.
- Wastewater and water collection and treatment facilities.

Residential development shall adhere to the Gila County Trailer District Overlay as modified below:

Minimum Homesite Area:

Single:	3,000 square feet
Double:	6,000 square feet
RV:	1,500 square feet

Minimum Homesite Width (measure at midpoint of lot):

Single:	33 feet
Double:	55 feet
RV:	25 feet

Maximum Building Height:

Principal Buildings:	16 feet
Community Buildings and Structures:	30 feet

Minimum Building Setbacks:

Project Perimeter: 10 feet outer perimeter; and
20 feet inner perimeter where project abuts private 'exempted' properties.

Single / Double:

Front:	12 feet
Side:	5 feet (home); 10 feet between homes
Rear:	10 feet

Optional Garages (attached or detached):

Setbacks shall comply with principal building setbacks (see *Single / Double above*)

Community Buildings and Structures: 1.5x the building or structure height

General Design Standards

- Native vegetation may be salvaged when economically feasible and when the long-term health of the vegetation is certain. New vegetation will be planted in a manner that reflects the natural environment in terms of plant density and species. Trees will be planted at a ratio of 1.5 trees per homesite. Each tree will be a minimum size of ¾-inch caliper at the time of installation. Trees of 1½ inch caliper or larger in size shall count as two (2) trees. All plantings shall be distributed evenly throughout the site.

- All utility lines shall be placed underground.
- Project perimeter fences or walls shall not be required; however, decorative / vinyl, pipe rail, or similar barrier shall be provided where project abuts private 'exempted' properties. Final design shall be negotiated with adjacent property owner; however, in no case shall such barrier be a solid masonry wall or wrought iron 'pool fence' style fence as such barriers are incompatible with wildlife movement.
- Chain link fencing shall be prohibited throughout the development.
- Private patios or decks shall be integrated into the design of the building, typically through the use of complementary colors and materials.
- Outdoor storage of personal property shall be fully screened from public view and shall not occur in any front setback.
- No mobile unit space, parking space, drive, street, or common area may be used for the dismantling and/or storage of inoperable motor vehicles, equipment, or other personal property.
- Adequate common trash collection stations shall be provided at a rate of not less than one station per ten (10) spaces. Such stations shall be screened from view of adjacent spaces and constructed in such a manner as to prevent the spreading of trash due to wind or animals.
- Development shall be maintained in a clean, safe and sanitary manner. No refuse, debris, trash, or uncontrolled vegetation shall be allowed to accumulate to such an extent as to constitute a nuisance or potential threat to the lives, health, or property of the development residents or surrounding property owners.
- All site and building lighting will be dark sky compliant.

Parking Requirements

Parking for the residential component of Canyon River Ranch shall be as follows:

General:

- Parking spaces will be at least 8' wide by 20' deep
- Parking may be placed in a front setback or in one (1) side setback
- Parked vehicles shall not encroach into sidewalks, paths, trails, or roadways
- Parking criteria not addressed herein will conform with the provisions of the jurisdiction's **Zoning Ordinance entitled "Off-Street Parking" and "Off-Street Loading Space and ADA (Americans with Disabilities Act) Parking Requirements"**

Single:

- A minimum of one (1) on-site parking space required per homesite

Double:

- A minimum of two (2) on-site parking spaces required per homesite
- Tandem parking shall be a permitted configuration

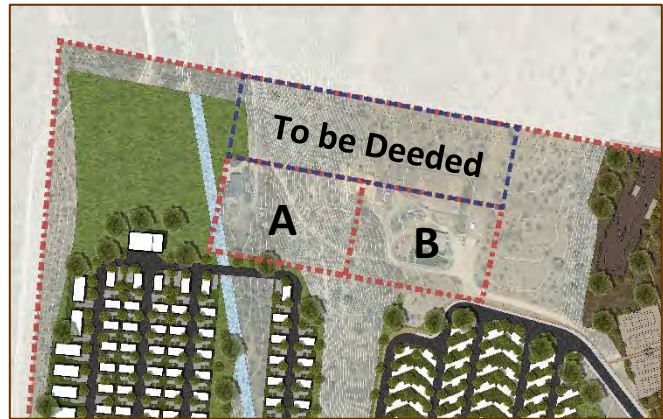
RV:

- Guest parking will be provided at a ratio of .15 spaces per unit

Deeded Property and Parcels A & B

Deeded Property

The four (4) deeded acres discussed in the Public Outreach section of this project shall remain a part of the Canyon River Ranch project. This property has been excluded from the site plan design at this time and will initially be an extension of the R1-D40 Zoning that currently exists on Parcels A and B. All uses and development standards as stated in the Gila County R1-D40 Zoning District shall apply. Simultaneously, the entitlement for future development, should the owners elect to pursue it, will be an extension of the Canyon River Ranch development and shall be capped at five (5) dwelling units per acre (du/ac). All R1-D40 uses and development standards shall be deemed null and void when any portion of said property is developed in accordance with the Canyon River Ranch residential or RV community concept as described herein. Commercial retail or storage uses are prohibited unless this request is amended accordingly, and RV spaces are capped at twenty (20) spaces total. All applicable development standards contained in this project shall apply.



Parcels A & B

The owners of Parcels A & B were approached to have their properties included in this PAD to encourage future development potential and enhanced transition between current and future development. Both owners declined the offer without opposition to the proposed development.

Commercial Uses and Development Standards

The Canyon River Ranch will provide up to 3 acres of land for small-scale commercial retail and services for public access. Due to the nature of the community and its proximity to the nearest services, it is appropriate to include such uses into the development. The permitted uses and development standards for the commercial component of the development will comply with the TR zoning district and as follows:

Permitted Uses

- General retail sales of new and used merchandise, indoor only
- Motor fuel and propane sales
- Self-service storage for resident use only (up to 20,000 sf)
- Personal services, such as barber shops, salons, and similar uses
- Restaurants, indoor
- Restaurants, outdoor dining, where dining area is no closer than 100' from a residence
- Temporary outdoor events
 - No more than 4 events per year
 - No event shall not exceed three days in duration

- Limited to commercial property only
- Event shall not interfere with fire lanes, site circulation, or parking without specific permission from the appropriate jurisdiction.

Building Height

Twenty-five (25) feet maximum height, excluding structures such as the covered arena and pavilion, which have been constructed prior to the adoption of this PAD. These structures may exceed the twenty-five (25) foot height limit but shall not be modified to exceed their current height.

Building Setbacks

From street: 1.5x the building height

From all other property lines: 1.0x the building height

Parking

1 space per 200 square feet of building floor area

Standard parking spaces shall be 9'x20'

ADA parking shall comply with the Federal ADA requirements in place at the time of development.

Drive aisles shall be no less than 24 feet wide

Signage

Signage shall be limited to the following:

- Building mounted signs shall be calculated at 1.5x the building front footage, or 1.5x each suite width for multiple-suite buildings, whichever applies.
- Window signs shall be limited to 25% of the total window area of any building or suite.
- Monument signs shall be limited to commercial and recreational uses only and will be no greater than 48 square feet in area and 8 feet in height per sign.
- On-site directional signs shall not be included in sign area calculations
- Where this PAD is silent on a given sign type, the sign standards for the Gila County *Section 104.4.B C-2 Zoning Commercial Two District (Intermediate Commercial)* will apply.
- Signage will be in compliance with *Section 103.6 Signs* of the Gila County Zoning Ordinance, with the exception that all signage will be reduced to 50% brightness at midnight.

Lighting

All lighting shall be dark sky compliant, shielded downward, and cut to 50% brightness after midnight.

Project Amenities

Canyon River Ranch is rich with a diverse mix of private Community amenities that encourage an active lifestyle for its residents. These amenities are dispersed throughout Canyon River Ranch for ease of access and to encourage pedestrian access. For residents who prefer to drive, most of the amenities listed below are served by their own parking lots. The Community amenities are as follows:

- Over 93 acres of passive open space (approximately 59% of project area)
- Approximately 1-acre private fishing pond
- 5 miles of multi-use paths and trails
- 20,000 square-foot covered arena
- 12,500 square-foot Community Clubhouse
- 5,600 square-foot social event pavilion
- Sport Courts
 - Pickleball courts (10 planned)
 - Tennis Courts (8 planned)
 - Baseball / softball fields (2 planned)
 - Basketball courts (2 planned)
- Community swimming pools with hospitality and food (3 planned)
- Enclosed dog parks (3 planned)

Quality amenities such as these are essential to the high quality of life of the Canyon River Ranch residents. While the location of these amenities is nearly certain, there may be instances where adjustments may be needed to better serve the needs of the community. Such adjustments may include the substitution of similar amenities, additional amenities (or amenity expansion) in lieu of homesites, or relocation of an amenity to provide improved access and greater use of the amenity itself.



Timing of Development

Phasing

While Canyon River Ranch could be developed in a single phase, there are some variables that could result in a multi-phased development plan. In all practicality, a logical phasing plan would divide the project into two phases with the areas north and south of Doll Baby Ranch Road serving as Phases 1 and 2, respectively. At this time, this shall be the phasing direction; however, as the project continues to make headway with water and wastewater solutions and with electricity planning, costs related to economies of scale, construction costs and mobilization, and unique reimbursement structures through Arizona Public Service (APS) based on phasing and product type may favor development in a single phase.



Utilities and Services

Water

The Property History section of this request briefly mentions that this property was platted for 116 residential lots. At that time, water was to be provided via private on-site wells. One such well with a pumphouse and storage tank currently exist near the western edge of the property. As the property is repositioned for an age-restricted mobile / manufactured home community, the demand for water has increased. The development team continues to explore viable options for a reliable and sustainable water supply. It is understood that this PAD establishes the maximum entitlement for the property; however, it is also understood that attainment of that maximum entitlement may be impacted by the ability to serve the development with adequate water.

Locating, treating, and delivering high-quality water from private on-site sources is the preferred water solution for Canyon River Ranch. The development team has engaged a well-renowned hydrologist to study the area and produce findings regarding the location, quantity, and availability of underground water for the community. At this stage of exploration, the development team is confident providing water via on-site sources is a viable option.

In the event, however, that the findings are not ideal, the development team will explore additional options ranging from density reduction to furthering prior conversations with the Town of Payson regarding annexation. The Town was receptive to annexation (with conditions), though while annexation would guarantee the needed water supply, the process(es) involved are require significant time and cost, thereby making the annexation option less attractive.

Wastewater

Like the topic of water discussed above, Canyon River Ranch also has options for wastewater collection and treatment. Initially, it was contemplated that the community would connect to the North Gila County Sanitary District, which has a service facility near the Payson town limits at

Doll Baby Ranch Road. Distance from the site, topography, and overall costs of connections, maintenance, and impact fees has virtually eliminated this option. To that end, a wastewater feasibility study has been conducted to determine demand and viable options for collection and treatment. In alignment with the previous water solution, a private collection and treatment option will be pursued. Treatment will include the reuse of effluent and a private hauler will remove the remaining material for off-site management. Regardless of which wastewater solution is selected, it is unlikely that this decision will have any significant impact on the overall project density.

Electricity

Canyon River Ranch is in the Arizona Public Service (APS) service area. Previous improvements to Doll Baby Ranch Road included the installation of dry utility conduit and pull-boxes. Communication with APS representatives is ongoing and will guide future improvements, if needed.

Solid Waste

Solid waste will be collected and hauled off-site via private carrier.

Fire and Medical

Emergency fire and medical service will be provided by the Town of Payson; however, Canyon River Partners, with support from the Town of Payson Fire Chief, has committed to establishing a local Fire District which, through assessed taxes and fees for the Canyon River Ranch residents, will fund a future emergency fire and medical facilities within the Canyon River Ranch community. Upon formation of the Fire District, Canyon River Ranch will provide a 'Type 3' firetruck to remain on-premises for Town of Payson EMS and fire crews to access as needed. Additionally, approximately two (2) acres near the northeast corner of the community have been set aside for if, or when, it is determined by the Town of Payson that a local sub-station is warranted.

Reversion to Acreage

Upon approval of this rezoning request and the accompanying Minor Comprehensive Plan Amendment, an application to revert the previously approved plat associated with this property to acreage will be filed with the County.

Streets and Common Areas

Doll Baby Ranch Road

Doll Baby Ranch Road is a public two-lane road that provides primary access to Canyon River Ranch from the Town of Payson. Only about one mile of the road is located within the town limits, though it turns into West Country Club Drive and West Main Street as the alignment continues east in the Town.

There is approximately 3,000 feet of the road that remains unimproved with approximately 1,000 feet in the town limits of Payson and approximately 2,000 feet west of Town in unincorporated Gila

County. This unimproved section of the road is being studied for improvements that include realignment and critical crossings of the American Gulch drainageway.

Beyond the Town of Payson, Doll Baby Ranch Road is mostly improved with asphalt paving, underground conduit, and pull boxes for dry utilities. The extent of Doll Baby Ranch Road will remain public and publicly maintained by the jurisdiction within which it is located.

Local Canyon River Ranch Roads

All local roads within Canyon River Ranch will be privately owned and maintained. These roads will be rural in nature, which equates to slightly narrower pavement widths and ribbon curbing in lieu of full curb, cutter, and sidewalk sections.

Common Areas

Canyon River Ranch will provide its residents with a wide variety of active and passive open space amenities that have been distributed throughout the community. While the community will not be gated or otherwise separated from the surrounding National Forest by fences or walls, Canyon River Ranch may have a certain degree of public access. Access to the community amenities, however, will be for residents only. As such, these amenities will be privately constructed and maintained by the homeowners' association.

Development Plan

Enclosed

Comprehensive Plan Amendment Narrative for

Canyon River Ranch

GILA COUNTY, AZ



Applicant:

Michael Baker
INTERNATIONAL

Michael Baker International

Phoenix Plaza Tower II, 2929 N. Central Avenue, 8th Floor
Phoenix, AZ 85012

Table of Contents

Project Team	1
Concept Plan	2
Purpose of Request	3
General	
Conformance with the Comprehensive Plan	3
Property History	3
Context	4
Surrounding and Adjacent Properties	4
Public Outreach	4
Proposal	6
Property Size and Location	6
Residential Uses	7
Commercial Uses	7
Project Amenities	7
Timing of Development	9
Phasing	9
Utilities and Services	9
Water	9
Wastewater	9
Electricity	10
Solid Waste	10
Fire and Medical	10
Reversion to Acreage	10
Streets and Common Areas	10
Doll Baby Ranch Road	10
Local Canyon River Ranch Roads	11
Common Areas	11
Development Plan	11
Legal Description	12

Project Team



Canyon River Partners
811 N Catalina Avenue, Suite 1306
Redondo Beach, CA 90277



Michael Baker International
Phoenix Plaza Tower II, 2929 N. Central Avenue, 8th Floor
Phoenix, AZ 85012

Concept Plan



Purpose of Request

General

The purpose of this Comprehensive Plan Amendment is to modify the current land use designation to support a companion Canyon River Ranch rezoning application for the future development of an age-restricted mobile home and RV resort community.

Comprehensive Plan

The property is currently designated Residential with a projected density range of 0.1 to 0.4 dwelling units per acre (du/ac). This designation is intended for very low-density rural residential development, including farming and ranching. To align the County's Comprehensive Plan with this development, this Minor Amendment has been filed to change the land use designation from Residential 0.1 to 0.4 du/ac to Mixed Use. Depending on how the County views the various dwelling types, the proposed residential density would be 4.56 du/ac (this counts RVs as dwelling units).

Property History

In 2008, the subject property was zoned PAD to allow for 116 'cabin' properties. The final plat for this concept was completed and approved by Gila County in June of 2009 with the first phase of construction beginning shortly thereafter. Doll Baby Ranch Road from the Town of Payson town limits to the property was improved and dry utility conduit was installed. On-site improvements included a portion of the residential road network and ribbon curbing, a well site with storage and pump facilities, grading and retention, a 20,000 square-foot covered arena and a 5,600 square-foot pavilion, and a decorative water tower entry feature. Construction ceased by 2011 due to the prolonged economic recession that affected so much of the country.

The property has since been acquired by Canyon River Partners, however, after analyzing market conditions, it is evident that the demand for the previously-entitled 'cabin' concept has diminished considerably. Therefore, this proposal intends to reposition the property in a manner that provides a new affordable and well-amenitized housing option for the region.



Figure 1: Previous Cabin Property Concept

Context

Surrounding and Adjacent Properties

Canyon River Ranch is surrounded by United States Forest Service land. Such lands are neither zoned nor do they have a local jurisdictional land use designation. These are public lands intended for public use as prescribed by the federal government. Ongoing communication with the USFS Payson Ranger Station has been a priority in the



development of this project as well as discussions pertaining to access and drainage improvements along Doll Baby Ranch Road. To date, the USFS remains supportive of the proposed development.

This community will have a rather unique feature in that near the northern end of the property, there are two 2-acre occupied residential parcels under separate private ownership which occur within the boundary of the overall project. The owners of these parcels were approached to be included in this project (without transfer of ownership), however, both owners have declined this offer. Neither parcel is integral to the development of the Canyon River Ranch community.



Public Outreach

Based on the extensive history of this property, the development team has established a long-standing relationship with property owners in the area, specifically, the Tonto National Forest Payson Ranger Station (USFS) and the exempted property owners. Additionally, the team has had ongoing communication with the Town of Payson, Gila County, North Gila County Sanitary District, and private property owners along Doll Baby Ranch Road between the Town of Payson town limits and the Canyon River Ranch.

A community meeting was held virtually on the Zoom meeting platform on January 14, 2021 at 5:30 p.m. **Property owners within 300'** of the subject property were invited to attend the meeting to discuss the project in detail. This was a productive meeting that resulted in a number of changes to the site plan that would improve access to Parcels A and B as shown in Figure 2 below, preserve or enhance privacy, and preserve views and physical access to the north. These changes are in addition to a separate agreement between the Canyon River Ranch property

owner and the owners of Parcels A and B in which approximately four (4) acres of property will be deeded to the owners of Parcels A and B (Figure 2).

Figure 2: Deeded Property



Proposal

Property Size and Location

The subject property consists of approximately 158.16 acres located approximately 6.2 miles west of the Town of Payson on Doll Baby Ranch Road. It is currently in an unincorporated portion of Gila County and remains undeveloped except for the improvements stated above. In total, this proposal includes twenty (20) parcels, seventeen (17) of which were created with the previous rezoning and Phase 1 plat.

Parcels Included in this Proposal			
301-46-001C	301-72-040	301-72-045	301-72-051
301-46-001D	301-72-041	301-72-046	301-72-052
301-72-037	301-72-042	301-72-047	301-72-053
301-72-038	301-72-043	301-72-048	
301-72-039	301-72-044	301-72-050	

Parcel number in bold text is under separate ownership but has provided written authorization to be included in this PAD.

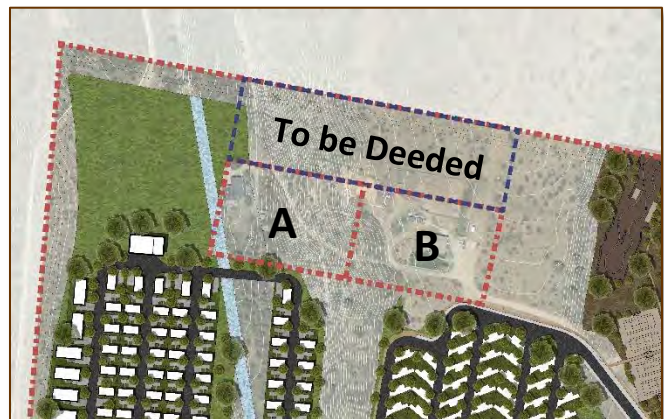
Parcels A & B

Parcels A & B

The owners of Parcels A & B were approached to have their properties included in this PAD to encourage future development potential and enhanced transition between current and future development. Both owners declined the offer without opposition to the proposed development.

Deeded Property

The four (4) deeded acres discussed in the Public Outreach section of this project shall remain a part of the Canyon River Ranch project. This property has been excluded from the site plan design at this time and will initially be an extension of the R1-D40 Zoning that currently exists on Parcels A and B. All uses and development standards as stated in the Gila County R1-D40 Zoning District shall apply. Simultaneously, the entitlement for future development, should the owners elect to pursue it, will be an extension of the Canyon River Ranch development and shall be capped at five (5) dwelling units per acre (du/ac). All R1-D40 uses and development standards shall be deemed null and void when any portion of said property is developed in accordance with the Canyon River Ranch residential or RV community concept as described herein. Commercial retail or storage uses are prohibited unless this request is amended accordingly, and RV spaces are capped at twenty (20) spaces total. All applicable development standards contained in this project shall apply.



Residential Component

Canyon River Ranch is an age-restricted community comprised of up to 721 residential homesites comprised of both mobile home homesites and Recreational Vehicle (RV) spaces. Canyon River Ranch will welcome a mix of 'single' and 'double' mobile homes as well as RV sites with full utility connections.

Residential Homesites	721 (4.56 du/ac)
RV Spaces	40% (288*)
Open Space	93 acres
Commercial	3 acres
Storage	20,000 s.f.

** RV space allowance based on entitlement*

Homesites will be improved and leased to residents, who will place their home on the site and connect to provided water, wastewater, and electric utilities.

At build-out, it is anticipated that the total RV spaces will not exceed 40% of the total residential entitlement; however, as development commences, there may be a period of time where Canyon River Ranch may be occupied 100% by Recreational Vehicles. Each phase of Canyon River Ranch may allow 100% Recreational Vehicle use *on temporary basis* for a period of 36 months from the issuance of the first building permit for the given phase. This allowance includes the temporary RV use of mobile home homesites.

Commercial Uses

The Canyon River Ranch will provide up to 3 acres of land for small-scale commercial retail and services for public access. Due to the nature of the community and its proximity to the nearest services, it is appropriate to include such uses into the development. The permitted uses and development standards for the commercial component of the development will comply with the TR zoning district and as follows:

Permitted Uses

General retail sales of new and used merchandise, indoor only

Motor fuel and propane sales

Self-service storage for resident use only (up to 20,000 sf)

Personal services, such as barber shops, salons, and similar uses

Restaurants, indoor

Restaurants, outdoor dining, **where dining area is no closer than 100' from a residence**

Temporary outdoor events

- No more than 4 events per year
- No event shall not exceed three days in duration
- Limited to commercial property only
- Event shall not interfere with fire lanes, site circulation, or parking without specific permission from the appropriate jurisdiction.

Project Amenities

Canyon River Ranch is rich with a diverse mix of private Community amenities that encourage an active lifestyle for its residents. These amenities are dispersed throughout Canyon River Ranch for

ease of access and to encourage pedestrian access. For residents who prefer to drive, most of the amenities listed below are served by their own parking lots. The Community amenities are as follows:

- Over 93 acres of passive open space (approximately 59% of project area)
- Approximately 1-acre private fishing pond
- 5 miles of multi-use paths and trails
- 20,000 square-foot covered arena
- 12,500 square-foot Community Clubhouse
- 5,600 square-foot social event pavilion
- Sport Courts
 - Pickleball courts (10 planned)
 - Tennis Courts (8 planned)
 - Baseball / softball fields (2 planned)
 - Basketball courts (2 planned)
 - Community swimming pools with hospitality and food (3 planned)
 - Enclosed dog parks (3 planned)

Quality amenities such as these are essential to the high quality of life of the Canyon River Ranch residents. While the location of these amenities is nearly certain, there may be instances where adjustments may be needed to better serve the needs of the community. Such adjustments may include the substitution of similar amenities, additional amenities (or amenity expansion) in lieu of homesites, or relocation of an amenity to provide improved access and greater use of the amenity itself.



Timing of Development

Phasing

While Canyon River Ranch could be developed in a single phase, there are some variables that could result in a multi-phased development plan. In all practicality, a logical phasing plan would divide the project into two phases with the areas north and south of Doll Baby Ranch Road serving as Phases 1 and 2, respectively. At this time, this shall be the phasing direction; however, as the project continues to make headway with water and wastewater solutions and with electricity planning, costs related to economies of scale, construction costs and mobilization, and unique reimbursement structures through Arizona Public Service (APS) based on phasing and product type may favor development in a single phase.



Utilities and Services

Water

The Property History section of this request briefly mentions that this property was platted for 116 residential lots. At that time, water was to be provided via private on-site wells. One such well with a pumphouse and storage tank currently exist near the western edge of the property. As the property is repositioned for an age-restricted mobile / manufactured home community, the demand for water has increased. The development team continues to explore viable options for a reliable and sustainable water supply. It is understood that this PAD establishes the maximum entitlement for the property; however, it is also understood that attainment of that maximum entitlement may be impacted by the ability to serve the development with adequate water.

Locating, treating, and delivering high-quality water from private on-site sources is the preferred water solution for Canyon River Ranch. The development team has engaged a well-renowned hydrologist to study the area and produce findings regarding the location, quantity, and availability of underground water for the community. At this stage of exploration, the development team is confident providing water via on-site sources is a viable option.

In the event, however, that the findings are not ideal, the development team will explore additional options ranging from density reduction to furthering prior conversations with the Town of Payson regarding annexation. The Town was receptive to annexation (with conditions), though while annexation would guarantee the needed water supply, the process(es) involved are require significant time and cost, thereby making the annexation option less attractive.

Wastewater

Like the topic of water discussed above, Canyon River Ranch also has options for wastewater collection and treatment. Initially, it was contemplated that the community would connect to the North Gila County Sanitary District, which has a service facility near the Payson town limits at

Doll Baby Ranch Road. Distance from the site, topography, and overall costs of connections, maintenance, and impact fees has virtually eliminated this option. To that end, a wastewater feasibility study has been conducted to determine demand and viable options for collection and treatment. In alignment with the previous water solution, a private collection and treatment option will be pursued. Treatment will include the reuse of effluent and a private hauler will remove the remaining material for off-site management. Regardless of which wastewater solution is selected, it is unlikely that this decision will have any significant impact on the overall project density.

Electricity

Canyon River Ranch is in the Arizona Public Service (APS) service area. Previous improvements to Doll Baby Ranch Road included the installation of dry utility conduit and pull-boxes. Communication with APS representatives is ongoing and will guide future improvements, if needed.

Solid Waste

Solid waste will be collected and hauled off-site via private carrier.

Fire and Medical

Emergency fire and medical service will be provided by the Town of Payson; however, Canyon River Partners, with support from the Town of Payson Fire Chief, has committed to establishing a local Fire District which, through assessed taxes and fees for the Canyon River Ranch residents, will fund a future emergency fire and medical facilities within the Canyon River Ranch community. Upon formation of the Fire District, Canyon River Ranch will provide a 'Type 3' firetruck to remain on-premises for Town of Payson EMS and fire crews to access as needed. Additionally, approximately two (2) acres near the northeast corner of the community have been set aside for if, or when, it is determined by the Town of Payson that a local sub-station is warranted.

Reversion to Acreage

Upon approval of this rezoning request and the accompanying Minor Comprehensive Plan Amendment, an application to revert the previously approved plat associated with this property to acreage will be filed with the County.

Streets and Common Areas

Doll Baby Ranch Road

Doll Baby Ranch Road is a public two-lane road that provides primary access to Canyon River Ranch from the Town of Payson. Only about one mile of the road is located within the town limits, though it turns into West Country Club Drive and West Main Street as the alignment continues east in the Town.

There is approximately 3,000 feet of the road that remains unimproved with approximately 1,000 feet in the town limits of Payson and approximately 2,000 feet west of Town in unincorporated Gila

County. This unimproved section of the road is being studied for improvements that include realignment and critical crossings of the American Gulch drainageway.

Beyond the Town of Payson, Doll Baby Ranch Road is mostly improved with asphalt paving, underground conduit, and pull boxes for dry utilities. The extent of Doll Baby Ranch Road will remain public and publicly maintained by the jurisdiction within which it is located.

Local Canyon River Ranch Roads

All local roads within Canyon River Ranch will be privately owned and maintained. These roads will be rural in nature, which equates to slightly narrower pavement widths and ribbon curbing in lieu of full curb, cutter, and sidewalk sections.

Common Areas

Canyon River Ranch will provide its residents with a wide variety of active and passive open space amenities that have been distributed throughout the community. While the community will not be gated or otherwise separated from the surrounding National Forest by fences or walls, Canyon River Ranch may have a certain degree of public access. Access to the community amenities, however, will be for residents only. As such, these amenities will be privately constructed and maintained by the homeowners' association.

Development Plan

Enclosed

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF GILA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

HOMESTEAD ENTRY SURVEY NO. 613, EMBRACING A PORTION OF APPROXIMATELY SECTIONS 8 AND 17, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH U.S. LOCATION MONUMENT NO. 131 BEARS NORTH 86 DEGREES 58 MINUTES WEST, A DISTANCE OF 151.39 CHAINS;

THENCE SOUTH 79 DEGREES 20 MINUTES EAST, A DISTANCE OF 26.10 CHAINS TO CORNER NO. 2;

THENCE SOUTH 42 DEGREES 38 MINUTES EAST, A DISTANCE OF 11.55 CHAINS TO CORNER NO. 3;

THENCE SOUTH 24 MINUTES EAST, A DISTANCE OF 40.40 CHAINS TO CORNER NO. 4;

THENCE NORTH 75 DEGREES 14 MINUTES WEST, A DISTANCE OF 38.50 CHAINS TO CORNER NO. 5;

THENCE NORTH 04 DEGREES 32 MINUTES EAST, A DISTANCE OF 44.05 CHAINS TO CORNER NO. 1, THE POINT OF BEGINNING, ACCORDING TO BOOK 37 OF REAL ESTATE DEEDS, PAGE 377, RECORDS OF GILA COUNTY, ARIZONA.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 79 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE LINE BETWEEN CORNERS NO. 1 AND NO. 2 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 1153.98 FEET;

THENCE SOUTH 11 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 11 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 250.00 FEET;

THENCE NORTH 79 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 697.00 FEET;

THENCE NORTH 11 DEGREES 16 MINUTES 41 SECONDS EAST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 79 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 697.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, GILA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE NORTH 75 DEGREES 01 MINUTES 29 SECONDS WEST, ALONG THE LINE BETWEEN CORNERS NOS. 4 AND 5 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 2538.84 FEET TO SAID CORNER NO. 5;

THENCE NORTH 04 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE LINE BETWEEN CORNERS NO. 5 AND NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 600.00 FEET;

THENCE SOUTH 74 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 2488.49 FEET TO A POINT ON THE LINE BETWEEN CORNERS NO. 3 AND NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, EMBRACING A PORTION OF APPROXIMATELY SECTIONS 8 AND 17, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE NORTH 75 DEGREES 01 MINUTES 29 SECONDS WEST, ALONG THE LINE BETWEEN CORNERS NO. 4 AND 5 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 2538.84 FEET TO SAID CORNER NO. 5;

THENCE NORTH 04 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE LINE BETWEEN CORNERS NO. 5 AND NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 600.00 FEET;

THENCE SOUTH 74 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 2488.49 FEET TO A POINT ON THE LINE BETWEEN CORNERS NO. 3 AND NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

Michael Baker International
2929 N. Central Avenue, 8th Floor
Phoenix, AZ 85012

May 3, 2021

Gila County Community Development Department
Attn: Randy Pluimer, Director
608 E. Hwy 260 Payson, AZ 85541

Re: Canyon River Ranch - Reversion to Acreage

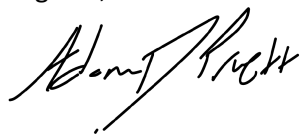
Dear Mr. Pluimer,

The purpose of this letter is to initiate the Reversion to Acreage process for the Canyon River Ranch property located approximately 6.2 miles west of the Town of Payson on Doll Baby Ranch Road. This request comes at the behest of County staff following the Planning and Zoning Commission's April 15, 2021 continuance of the associated Comprehensive Plan Amendment and Rezoning hearing items.

It is our intent to process this application in a manner that minimizes any delays with the in-progress Comprehensive Plan Amendment at Rezoning requests, both of which have been scheduled for hearings before the Planning and Zoning Commission and Board of Supervisors. It is also our request, that if shared with the Comprehensive Plan Amendment and Rezoning items on the same agenda, this item be placed after these two items to ensure the two 'entitlement' requests are heard, and presumably approved, before taking action on a item that would effectively remove an existing development right from the property (i.e. final plat).

In the spirit of cooperation and more importantly, a strong desire to begin construction on this project, please accept this letter as the formal initiation of the Reversion to Acreage process.

Regards,



Adam D. Pruett

Enclosures:
Legal Description
Project Boundary Exhibit

Canyon River Ranch
Legal Description

PETITION IN SUPPORT OF REVERSION TO ACREAGE - CANYON RIVER RANCH FINAL SUBDIVISION PLAT

GILA COUNTY ASSESSOR PARCEL NUMBERS 301-46-001C, 301-46-001D, and 301-72-037 through 301-72-053

Date	Name	Address	APN #	Signature
6/23/21	KYLE RANDALL	MIle Post 264 S.R. 87 Pine AZ 85544	301-19-019V	Kyle Randall
6/30/21	KELSEY RANDALL	3503 N AZ HWY 87 Pine, AZ 85544	301-19-190	Kelsey Randall
6/30/21	Allison Randall	PO Box 158 Pine, AZ 85544	301-19-018C	Allison Randall
6/30/21	Laura Ferguson	PO Box 603 Pine, AZ 85544	301-63-071	Laura Ferguson
6/30/21	MARY LOU MILES	PO Box 1531 Pine AZ 85544	301-12-005L	Mary Lou Miles
6/30/21	Sally Randall	PO Box 185 Pine, AZ 85544	301-19-009F	Sally Randall
6/30/21	Cheryl Haskell	P.O. Box 613 Pine, AZ 85544	301-66-052A	Cheryl Haskell
6/30/21	Barbara Miller	9829 Fossil Cr Rd Strawberry AZ 85544	301-030-35A	Barbara Miller
6/30/21	Jill Alberts	6203 W. South Rd Pine AZ 85544	301-19-019F	Jill Alberts
6/30/21	Jacque Lozano	300 N. Antelope Pt Payson, AZ 85541	301-54-301	Jacque Lozano

**Canyon River Ranch
Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF GILA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

HOMESTEAD ENTRY SURVEY NO. 613, EMBRACING A PORTION OF APPROXIMATELY SECTIONS 8 AND 17, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH U.S. LOCATION MONUMENT NO. 131 BEARS NORTH 86 DEGREES 58 MINUTES WEST, A DISTANCE OF 151.39 CHAINS;

THENCE SOUTH 79 DEGREES 20 MINUTES EAST, A DISTANCE OF 26.10 CHAINS TO CORNER NO. 2;

THENCE SOUTH 42 DEGREES 38 MINUTES EAST, A DISTANCE OF 11.55 CHAINS TO CORNER NO. 3;

THENCE SOUTH 24 MINUTES EAST, A DISTANCE OF 40.40 CHAINS TO CORNER NO. 4;

THENCE NORTH 75 DEGREES 14 MINUTES WEST, A DISTANCE OF 38.50 CHAINS TO CORNER NO. 5;

THENCE NORTH 04 DEGREES 32 MINUTES EAST, A DISTANCE OF 44.05 CHAINS TO CORNER NO. 1, THE POINT OF BEGINNING, ACCORDING TO BOOK 37 OF REAL ESTATE DEEDS, PAGE 377, RECORDS OF GILA COUNTY, ARIZONA.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 79 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE LINE BETWEEN CORNERS NO. 1 AND NO. 2 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 1153.98 FEET;

THENCE SOUTH 11 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 11 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 250.00 FEET;

THENCE NORTH 79 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 697.00 FEET;

THENCE NORTH 11 DEGREES 16 MINUTES 41 SECONDS EAST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 79 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 697.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, GILA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE NORTH 75 DEGREES 01 MINUTES 29 SECONDS WEST, ALONG THE LINE BETWEEN CORNERS NOS. 4 AND 5 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 2538.84 FEET TO SAID CORNER NO. 5;

THENCE NORTH 04 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE LINE BETWEEN CORNERS NO. 5 AND NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 600.00 FEET;

THENCE SOUTH 74 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 2488.49 FEET TO A POINT ON THE LINE BETWEEN CORNERS NO. 3 AND NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, EMBRACING A PORTION OF APPROXIMATELY SECTIONS 8 AND 17, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

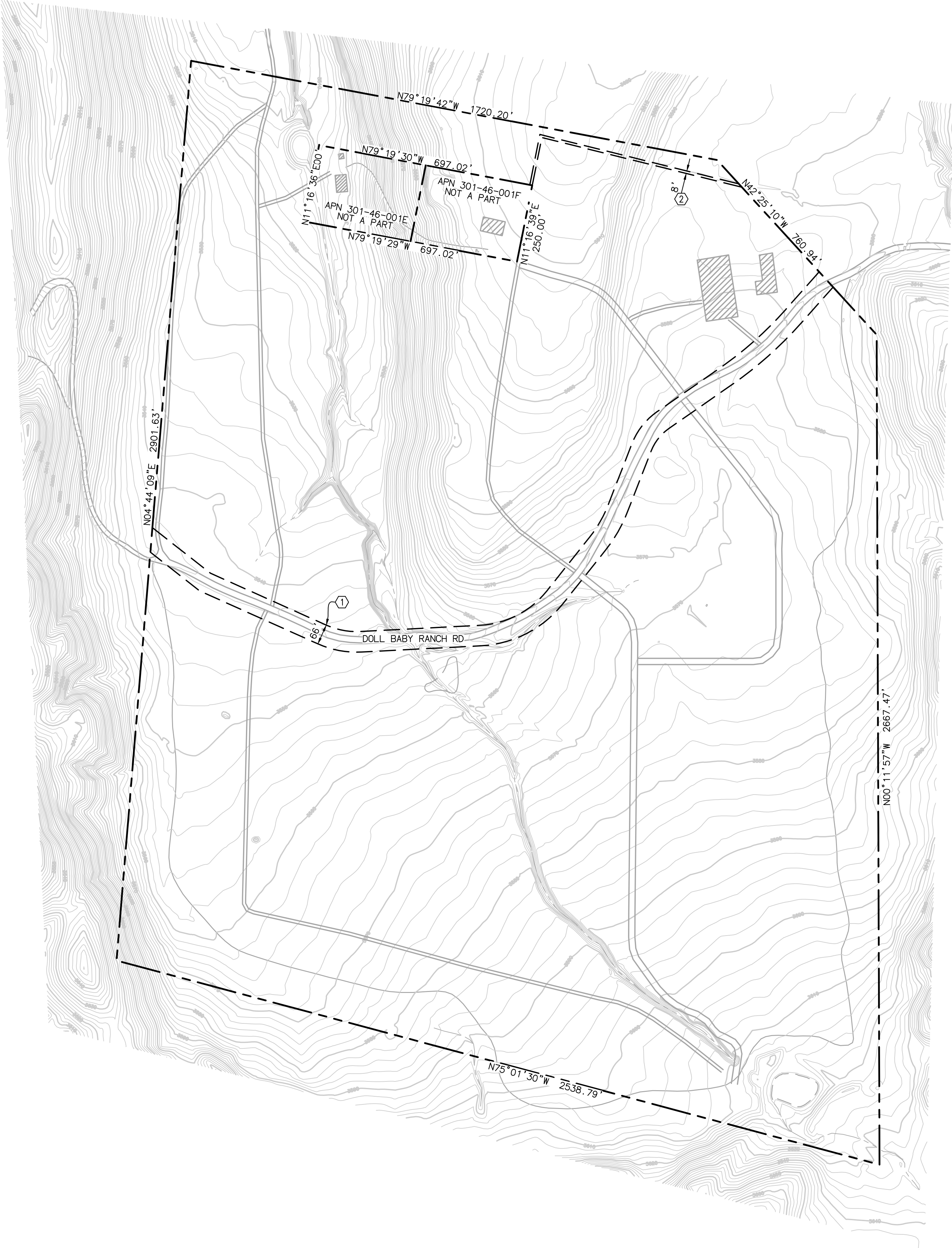
BEGINNING AT CORNER NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE NORTH 75 DEGREES 01 MINUTES 29 SECONDS WEST, ALONG THE LINE BETWEEN CORNERS NO. 4 AND 5 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 2538.84 FEET TO SAID CORNER NO. 5;

THENCE NORTH 04 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE LINE BETWEEN CORNERS NO. 5 AND NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 600.00 FEET;

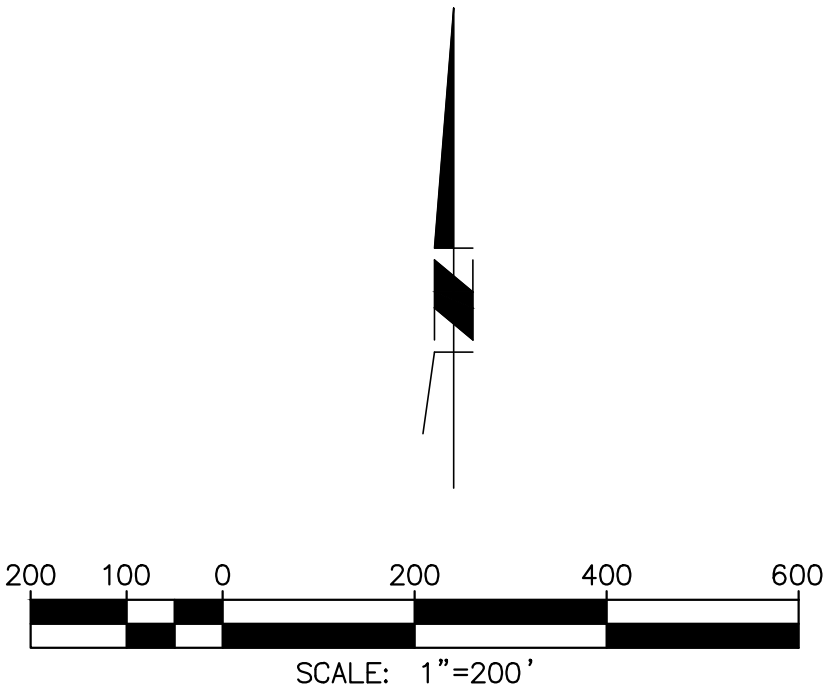
THENCE SOUTH 74 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 2488.49 FEET TO A POINT ON THE LINE BETWEEN CORNERS NO. 3 AND NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.



LEGEND	
PROPERTY LINE	---
EASEMENT LINE	---
EXISTING CONTOUR	1000
EXISTING STRUCTURE	

EXISTING EASEMENTS TO REMAIN			
ID	TYPE	DOCUMENT	DATE
①	PUBLIC ROAD	2012-008459	7/6/2012
②	WATER	2009-007054	6/15/2009



2929 N CENTRAL AVE, SUITE 800
PHOENIX, AZ 85012
Phone: (602) 279-1234
MBAKERINTL.COM

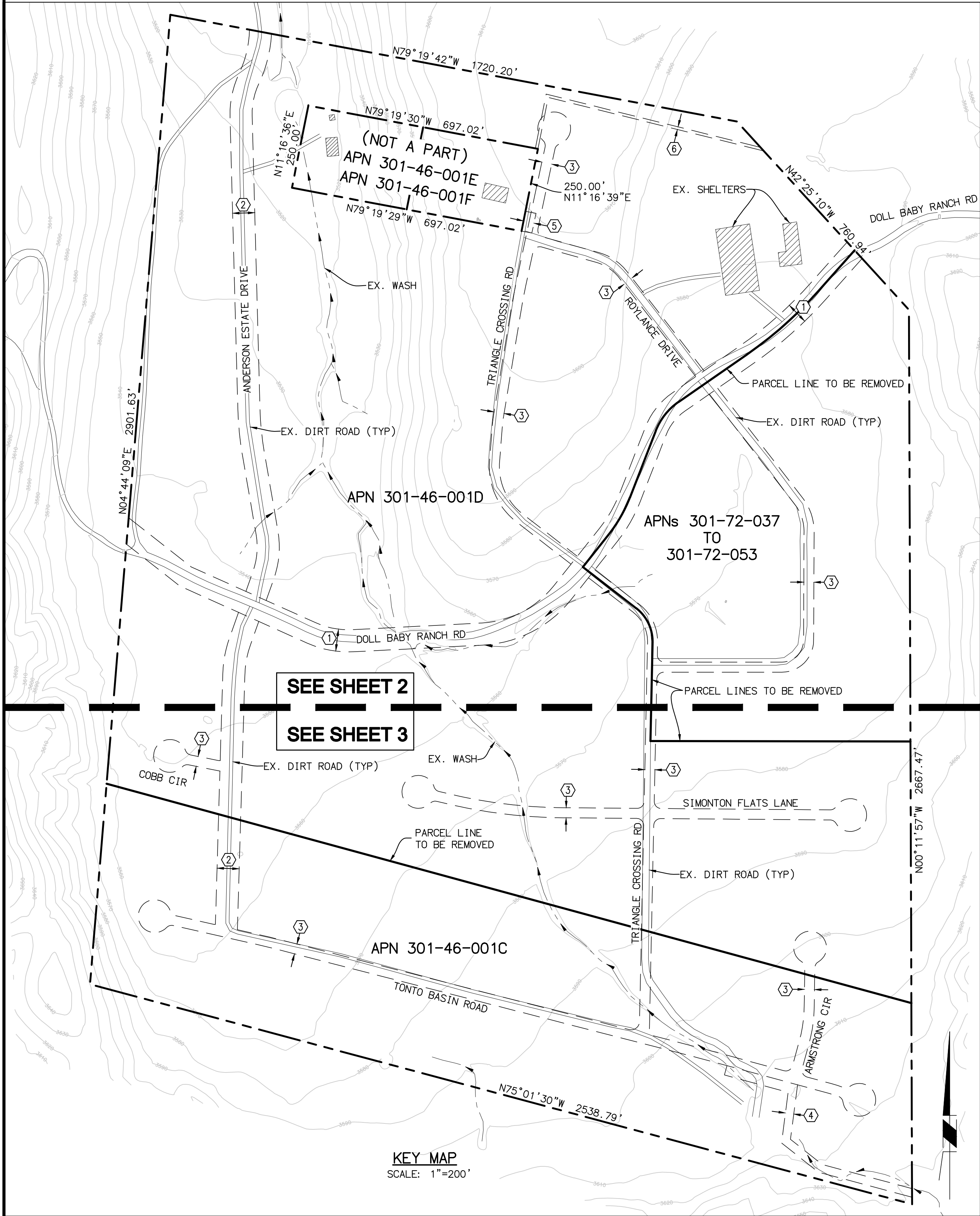
Michael Baker
INTERNATIONAL

DATE: 5/3/2021

BOUNDARY EXHIBIT

SITE DEVELOPMENT PLAN FOR CANYON RIVER RANCH MANUFACTURED HOME AND RV PARK

LOCATED IN PORTION OF SECTIONS 8 & 17, TOWNSHIP 10 NORTH,
RANGE 9 EAST, OF THE GILA & SALT RIVER BASE & MERIDIAN
GILA COUNTY, ARIZONA



SEE SHEET 2
SEE SHEET 3

KEY MAP
SCALE: 1"=200'

EXISTING EASEMENTS				
ID	TYPE	DOCUMENT	DATE	STATUS
①	PUBLIC ROAD	2012-008459	7/6/2012	TO REMAIN
②	PUBLIC ROAD	2012-008459	7/6/2012	TO BE VACATED
③	PUBLIC ROAD	2009-007054	6/15/2009	TO BE VACATED
④	DRAINAGE	2009-007054	6/15/2009	TO BE VACATED
⑤	ACCESS	2009-007054	6/15/2009	TO REMAIN
⑥	WATER	2009-007054	6/15/2009	TO REMAIN

NOTE: ANY EXISTING EASEMENTS NOT LISTED ABOVE ARE TO BE VACATED.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF GILA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

HOMESTEAD ENTRY SURVEY NO. 613, EMBRACING A PORTION OF APPROXIMATELY SECTIONS 8 AND 17, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1, FROM WHICH U.S. LOCATION MONUMENT NO. 131 BEARS NORTH 86 DEGREES 58 MINUTES WEST, A DISTANCE OF 151.39 CHAINS;

THENCE SOUTH 79 DEGREES 20 MINUTES EAST, A DISTANCE OF 26.10 CHAINS TO CORNER NO. 2;

THENCE SOUTH 42 DEGREES 38 MINUTES EAST, A DISTANCE OF 11.55 CHAINS TO CORNER NO. 3;

THENCE SOUTH 24 MINUTES EAST, A DISTANCE OF 40.40 CHAINS TO CORNER NO. 4;

THENCE NORTH 75 DEGREES 14 MINUTES WEST, A DISTANCE OF 38.50 CHAINS TO CORNER NO. 5;

THENCE NORTH 04 DEGREES 32 MINUTES EAST, A DISTANCE OF 44.05 CHAINS TO CORNER NO. 1, THE POINT OF BEGINNING, ACCORDING TO BOOK 37 OF REAL ESTATE DEEDS, PAGE 377, RECORDS OF GILA COUNTY, ARIZONA.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 79 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE LINE BETWEEN CORNERS NO. 1 AND NO. 2 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 1153.98 FEET;

THENCE SOUTH 11 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 11 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 250.00 FEET;

THENCE NORTH 79 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 697.00 FEET;

THENCE NORTH 11 DEGREES 16 MINUTES 41 SECONDS EAST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 79 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 697.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, GILA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE NORTH 75 DEGREES 01 MINUTES 29 SECONDS WEST, ALONG THE LINE BETWEEN CORNERS NOS. 4 AND 5 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 2538.84 FEET TO SAID CORNER NO. 5;

THENCE NORTH 04 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE LINE BETWEEN CORNERS NO. 5 AND NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 600.00 FEET;

THENCE SOUTH 74 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 2488.49 FEET TO A POINT ON THE LINE BETWEEN CORNERS NO. 3 AND NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF HOMESTEAD ENTRY SURVEY NO. 613, EMBRACING A PORTION OF APPROXIMATELY SECTIONS 8 AND 17, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE NORTH 75 DEGREES 01 MINUTES 29 SECONDS WEST, ALONG THE LINE BETWEEN CORNERS NO. 4 AND 5 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 2538.84 FEET TO SAID CORNER NO. 5;

THENCE NORTH 04 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE LINE BETWEEN CORNERS NO. 5 AND NO. 1 OF SAID HOMESTEAD ENTRY SURVEY NO. 613, A DISTANCE OF 600.00 FEET;

THENCE SOUTH 74 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 2488.49 FEET TO A POINT ON THE LINE BETWEEN CORNERS NO. 3 AND NO. 4 OF SAID HOMESTEAD ENTRY SURVEY NO. 613;

THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.



PROJECT SITE

VICINITY MAP
NOT TO SCALE

SHEET INDEX

- 1..... TITLE SHEET
- 2-3.... SITE PLAN
- 4-5.... TYPICAL DETAILS

PROJECT ADDRESS

DOLL BABY RANCH ROAD
GILA COUNTY, AZ 85544

APN

301-46-001C
301-46-001D
301-72-037 TO 053

ASSOCIATED FINAL PLATS

- MAP 796A-C: DOC 2008-075996, REC 12/23/2008
- MAP 800A-C: DOC 2009-007054, REC 6/15/2009

PARCEL INFO

EXISTING ZONING: R1-D40
PROPOSED ZONING: MHS
GROSS AREA: 155.6 AC

OWNER/DEVELOPER

CANYON RIVER PARTNERS LLC
INSITE PROPERTY GROUP
811 N CATALINA AVE, SUITE 1306
REDONDO BEACH, CA 90277
CONTACT: PAUL BROWN
EMAIL: PAUL@PBBROWN.COM
PHONE: (866) 521-6292

ENGINEER

MICHAEL BAKER INTERNATIONAL
2929 N CENTRAL AVE, SUITE 800
PHOENIX, ARIZONA 85012
CONTACT: DAVID WIENER, P.E.
EMAIL: DWIENER@MBAKERINTL.COM
PHONE: (951) 966-2111

UTILITY SERVICE PROVIDERS

SEWER: PRIVATE ONSITE TREATMENT PLANT

WATER: PRIVATE ONSITE WELLS

ELECTRICAL: APS

FIRE: TOWN OF PAYSON

GILA COUNTY NOTES:

- DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES, ORDINANCES, AND PERMIT REQUIREMENTS.
- ALL INTERIOR VEHICULAR RIGHTS-OF-WAY WILL REMAIN PRIVATE AND WILL BE MAINTAINED BY THE PROPERTY OWNERS.

FEMA INFORMATION

COMMUNITY NUMBER	PANEL #	SUFFIX	DATE OF FIRM (INDEX DATE)	FIRM ZONE	BASE FLOOD ELEVATION (IN AO ZONE USE DEPTH)
04007C	0425	D	12/04/2007	ZONE D	NOT PRINTED - UNMAPPED

CANYON RIVER RANCH
SITE DEVELOPMENT PLAN
DOLL BABY RANCH RD, GILA COUNTY, AZ 85544



Michael Baker
INTERNATIONAL

2929 N CENTRAL AVE, SUITE 800
PHOENIX, AZ 85012
Phone: (602) 279-1234
MBAKERINTL.COM

TITLE SHEET

DATE: 4/5/2021

SHEET

1 OF 5



LEGEND

PROPERTY LINE ---

EXISTING CONTOUR ---1000---

PROPOSED CONTOUR ---1000---

LIMITS OF GRADING ---+---

EXISTING STRUCTURE

ROAD

TRAIL

SEWER MAIN S

WATER MAIN W

FIRE HYDRANT

EXISTING PRIVATE WATER WELL

PRIVATE SEWER TREATMENT PLAN

WASH

SINGLE HOME

DOUBLE HOME

RV PARKING

SCREENED TRASH COLLECTION STATION

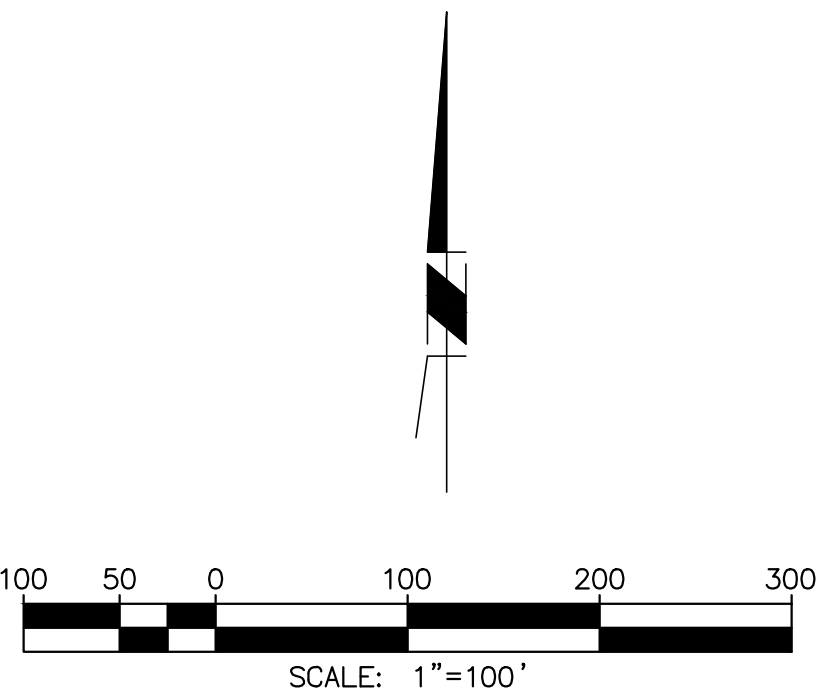
- AMENITIES/BUILDINGS**
- 1 SPORTS FIELD
 - 2 SPORTS COURT
 - 3 RETAIL STORE
 - 4 FAMILY CABIN
 - 5 ARENA/MULTI PURPOSE BLDG
 - 6 EXISTING RESIDENCE
 - 7 EXISTING WELL
 - 8 SEWER TREATMENT PLANT
 - 9 POOL
 - 10 BATHROOM/SHOWER BLDG
 - 11 EX SHADE STRUCTURE TO BE REMOVED

MATCHLINE SEE SHEET 3

EXISTING EASEMENTS TO REMAIN			
ID	TYPE	DOCUMENT	DATE
1	PUBLIC ROAD	2012-008459	7/6/2012
5	ACCESS	2009-007054	6/15/2009
6	WATER	2009-007054	6/15/2009

PROPOSED EASEMENTS	
ID	TYPE
1	DRAINAGE

NOTE: FOR TYPICAL PROPOSED PRIVATE ROAD AND UTILITY EASEMENT, SEE PRIVATE ROADWAY CROSS-SECTION ON SHEET 4.



CANYON RIVER RANCH
SITE DEVELOPMENT PLAN
DOLL BABY RANCH RD, GILA COUNTY, AZ 85544

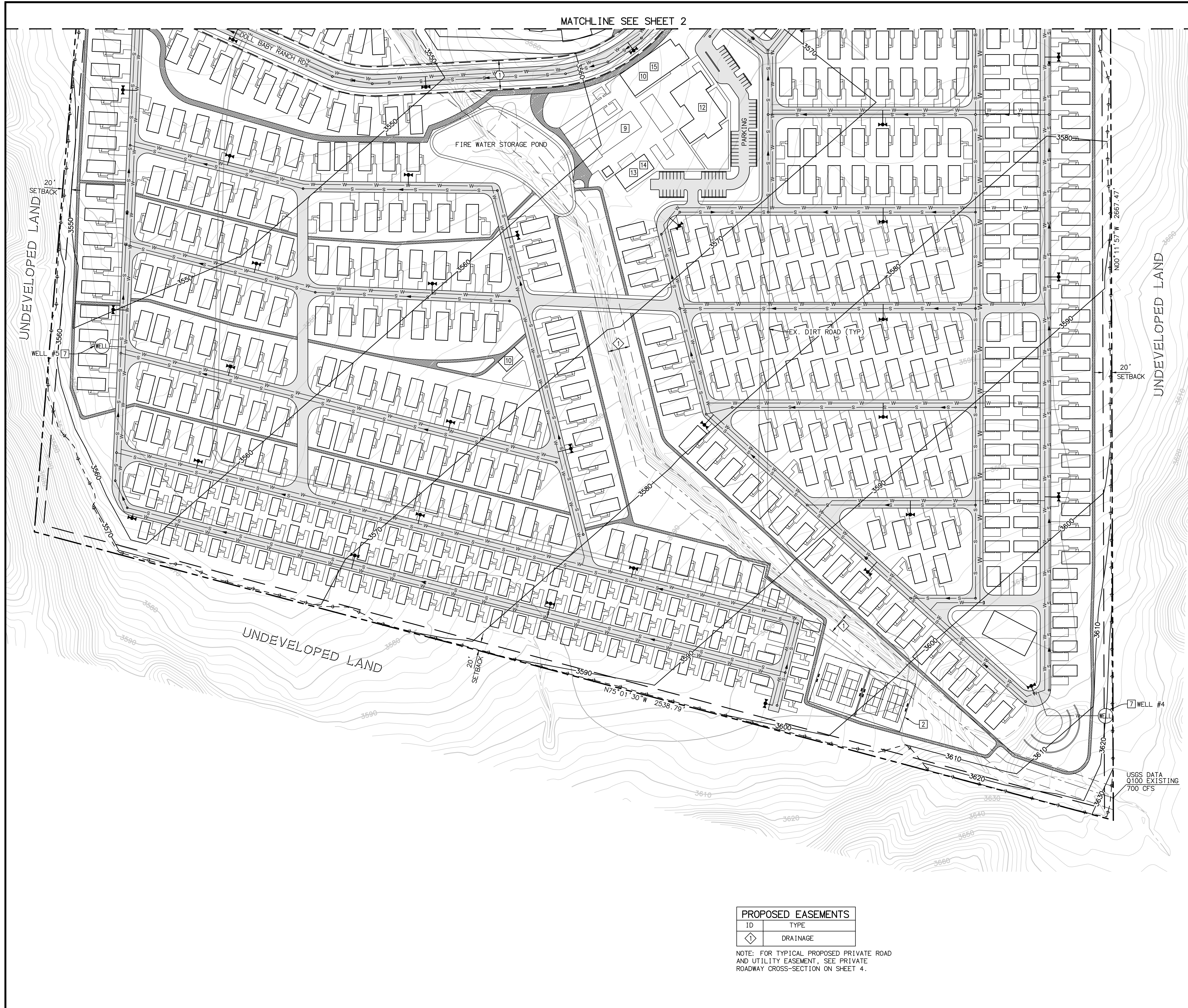


Michael Baker
INTERNATIONAL

2020 N CENTRAL AVE, SUITE 800
PHOENIX, AZ 85012
Phone: (602) 279-1234
MBAKERINTL.COM

DATE: 5/11/2021

SITE PLAN



LEGEND

PROPERTY LINE ————

EXISTING CONTOUR ———— 1000

PROPOSED CONTOUR ———— 1000

LIMITS OF GRADING ————

EXISTING STRUCTURE [Hatched Box]

ROAD [Solid Line]

TRAIL [Dashed Line]

SEWER MAIN — S —

WATER MAIN — W —

FIRE HYDRANT [Symbol]

EXISTING PRIVATE WATER WELL [Well Symbol]

PRIVATE SEWER TREATMENT PLAN [Sewer Symbol]

WASH [Dashed Line]

SINGLE HOME [Single House Icon]

DOUBLE HOME [Double House Icon]

RV PARKING [RV Icon]

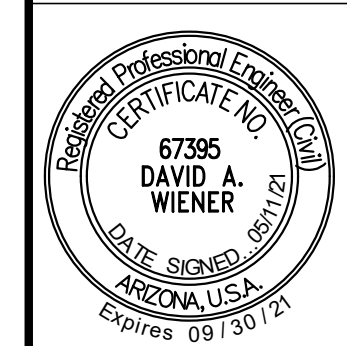
SCREENED TRASH COLLECTION STATION [Trash Can Icon]

- AMENITIES/BUILDINGS**
- [2] SPORTS COURT
 - [7] EXISTING WELL
 - [9] POOL
 - [10] BATHROOM/SHOWER BLDG
 - [12] GUEST SERVICES BLDG
 - [13] RENTAL SERVICES BLDG
 - [14] FACILITIES MAINTENANCE OFFICE
 - [15] FITNESS CENTER

PROPOSED EASEMENTS	
ID	TYPE
[1]	DRAINAGE

NOTE: FOR TYPICAL PROPOSED PRIVATE ROAD AND UTILITY EASEMENT, SEE PRIVATE ROADWAY CROSS-SECTION ON SHEET 4.

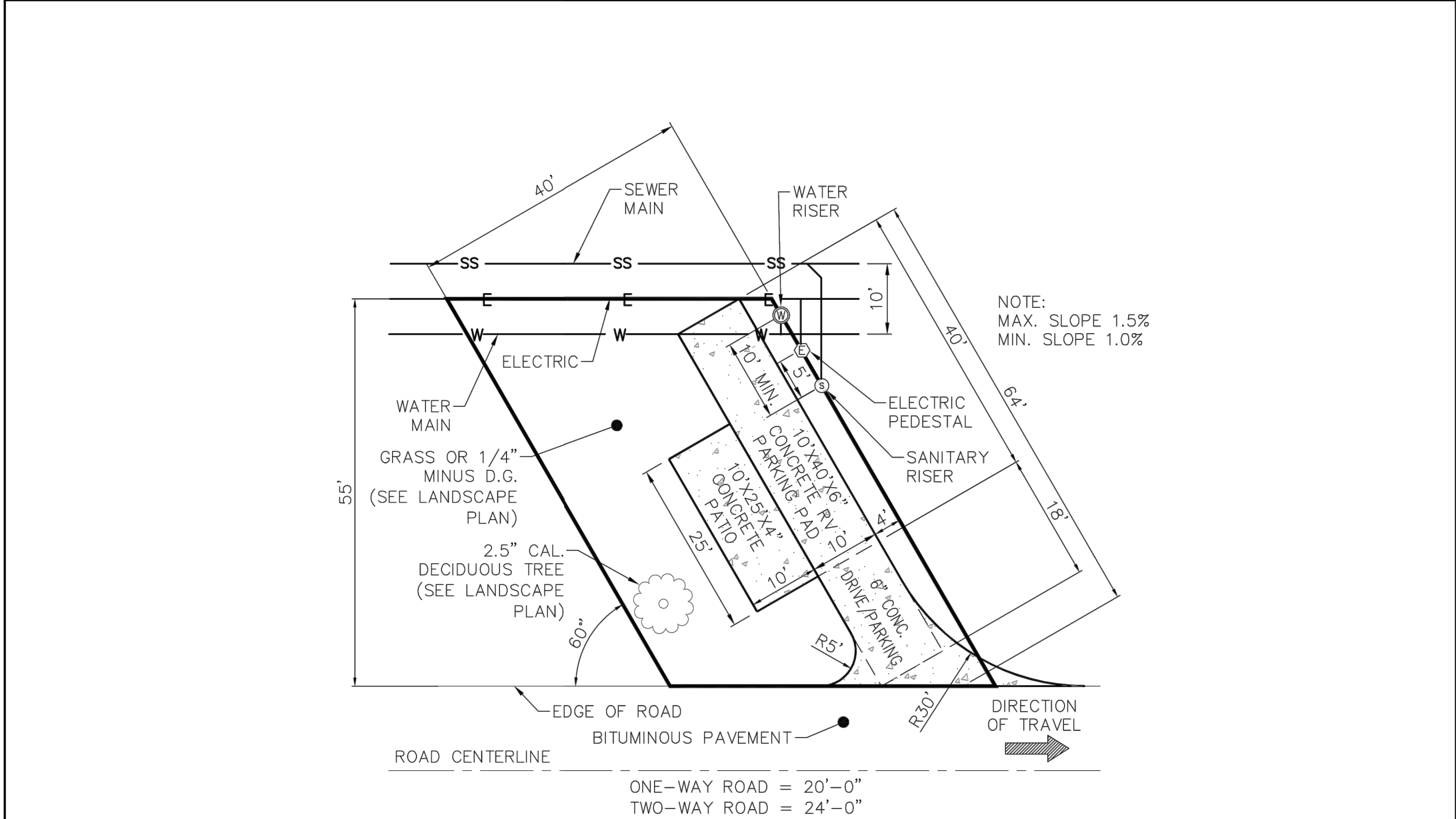
CANYON RIVER RANCH
SITE DEVELOPMENT PLAN
DOLL BABY RANCH RD, GILA COUNTY, AZ 85544



2020 N CENTRAL AVE, SUITE 800
PHOENIX, AZ 85012
Phone: (602) 279-1234
MBAKERINTL.COM

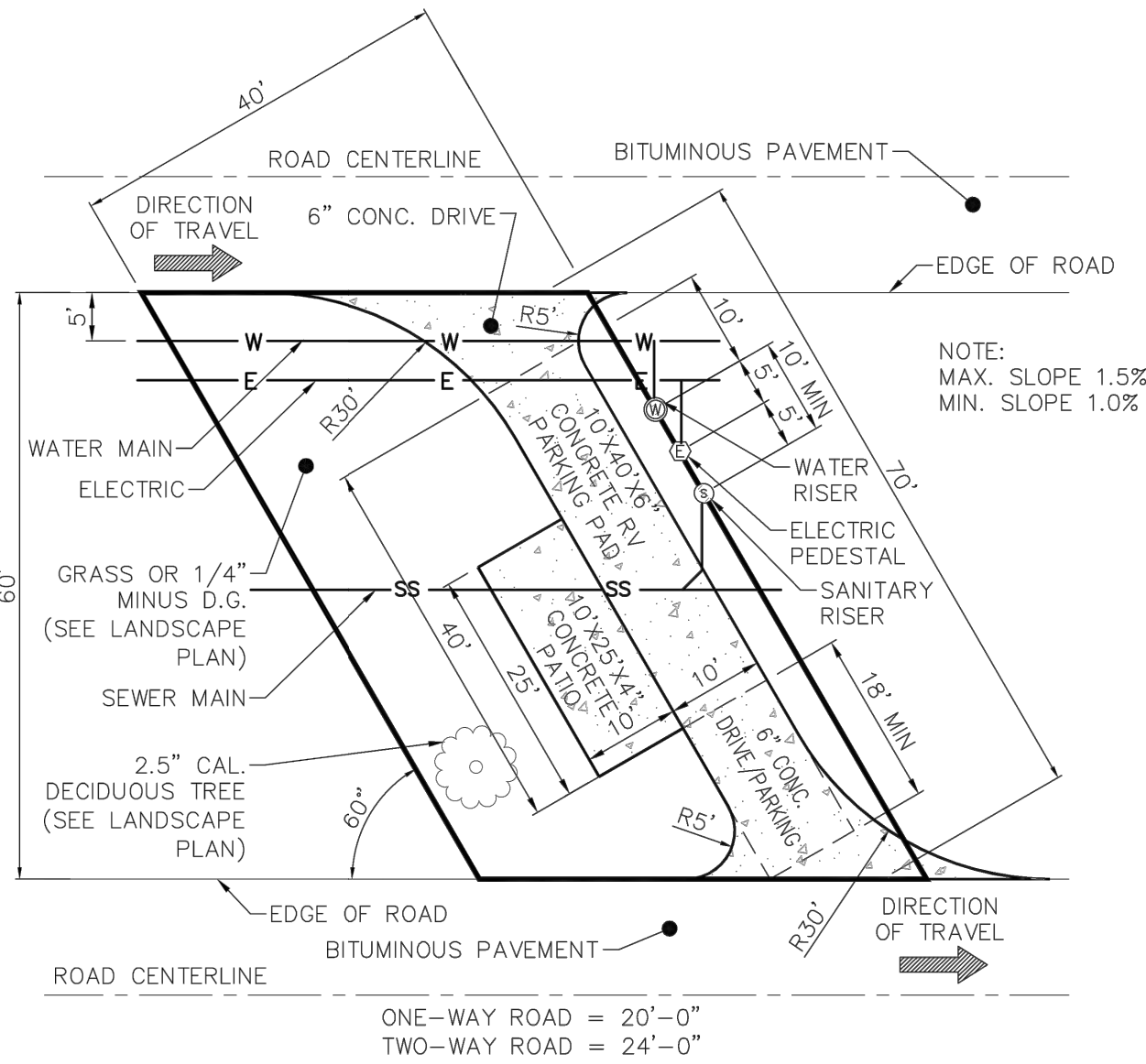
Michael Baker
INTERNATIONAL

DATE: 5/11/2021
SHEET 3 OF 5
SITE PLAN



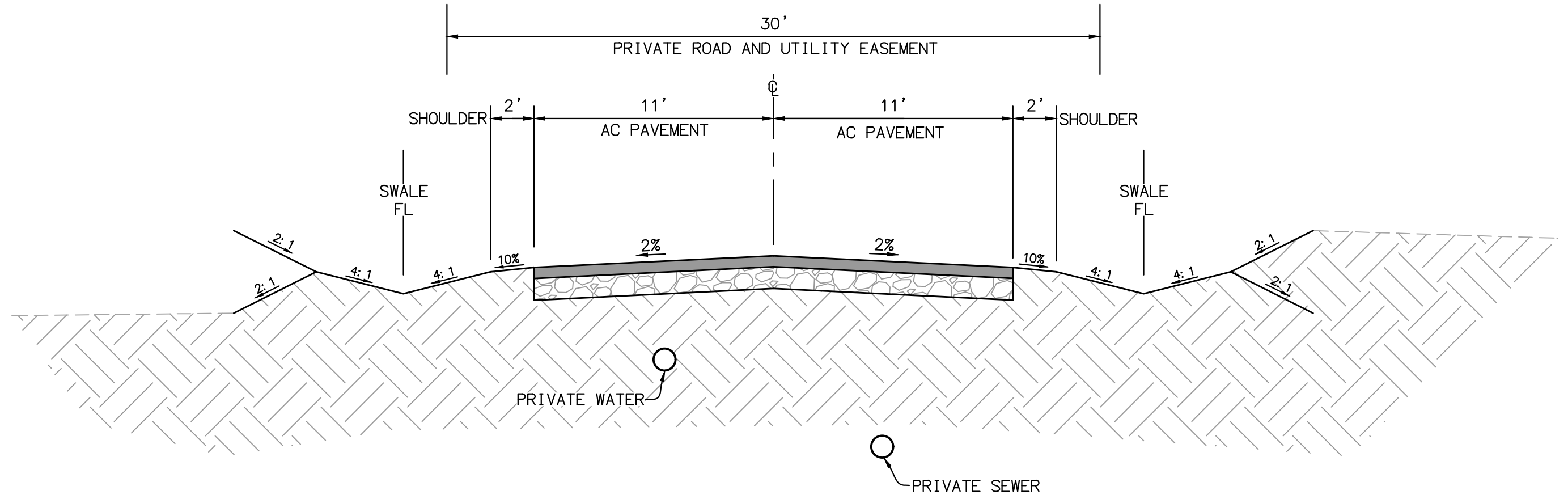
TYPICAL ANGLED BACK-IN SITE LAYOUT
NO SCALE
UPDATED: 2019-11-20

SCRV-1
DATE: 2017-09-20
CAD FILE: SUN RY RESORT DETAILS 2019-09-20.DWG

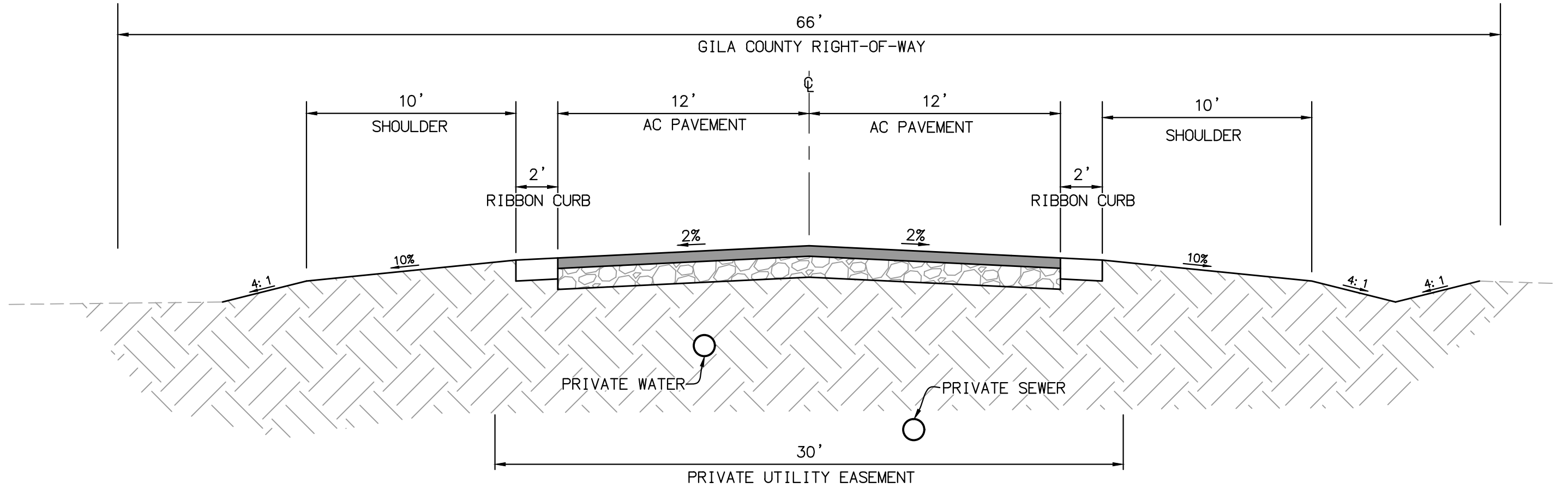


TYPICAL DRIVE-THRU SITE LAYOUT
NO SCALE
UPDATED: 2019-11-20

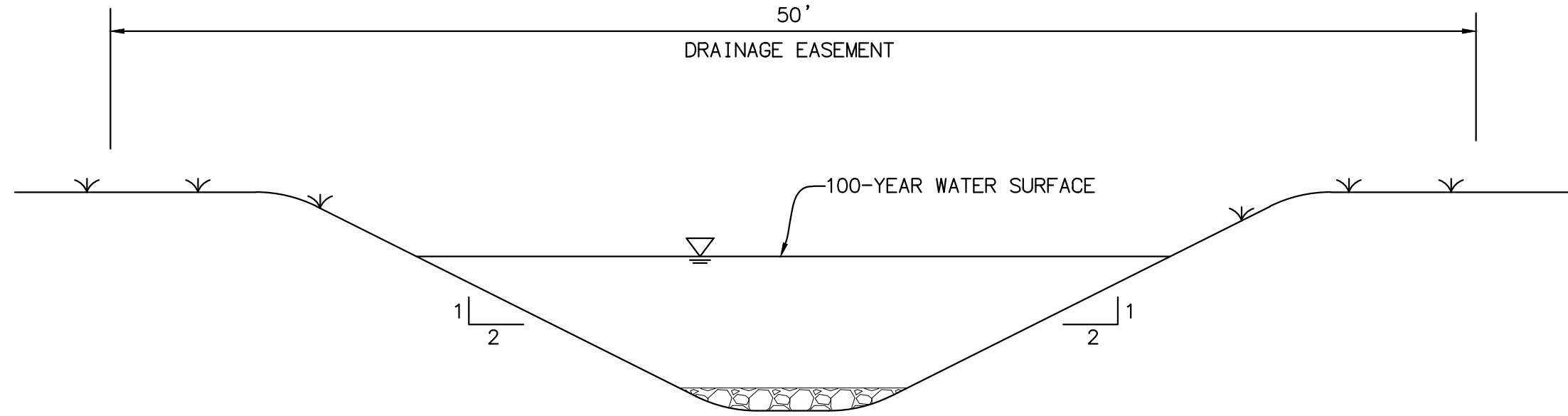
SCRV-2
DATE: 2017-09-20
CAD FILE: SUN RY RESORT DETAILS 2019-09-20.DWG



TYPICAL PRIVATE ONSITE ROAD
SCALE: 1"=5'

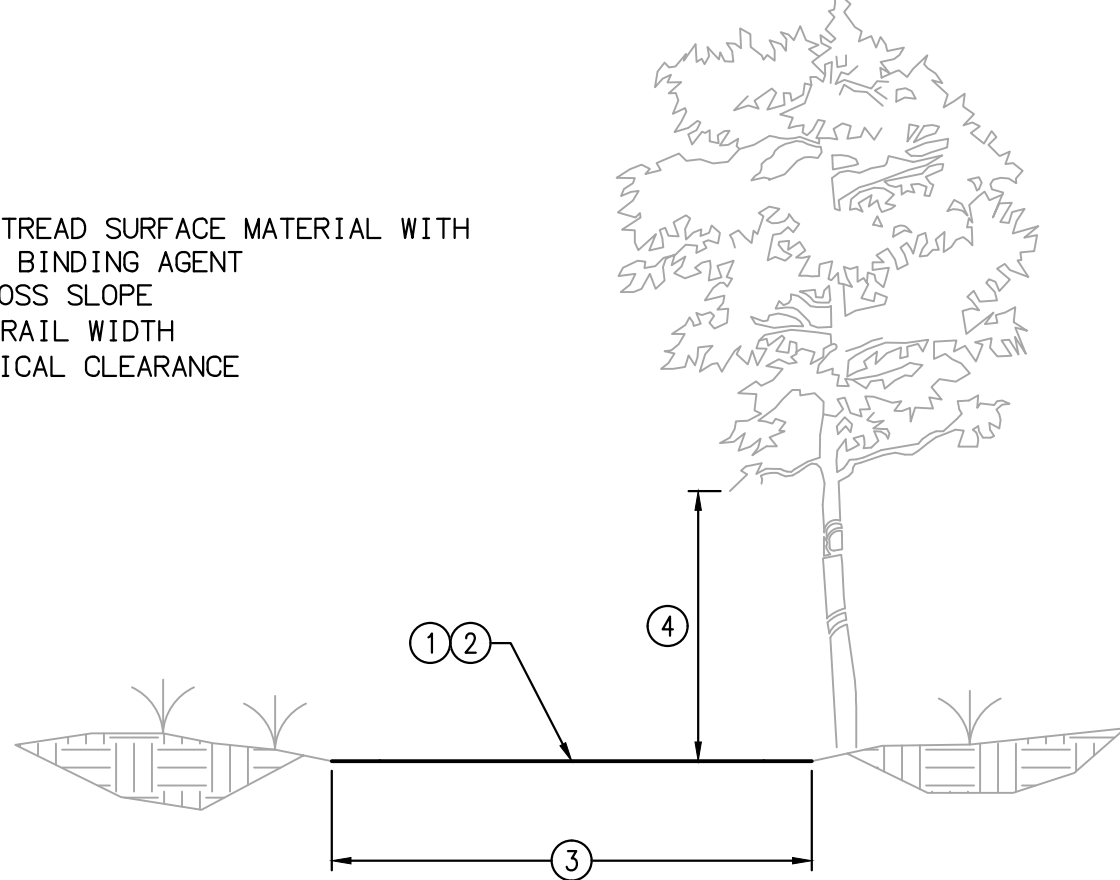


DOLL BABY RANCH ROAD (PUBLIC)
SCALE: 1"=5'



DRAINAGE WASH THROUGH SITE
SCALE: 1"=5'

- LEGEND**
1. NATURAL TREAD SURFACE MATERIAL WITH OPTIONAL BINDING AGENT
 2. 1%-5% CROSS SLOPE
 3. 6' MIN TRAIL WIDTH
 4. 10' VERTICAL CLEARANCE



TRAIL DETAIL
NOT TO SCALE



REVISIONS		
NO.	DESCRIPTION	DATE



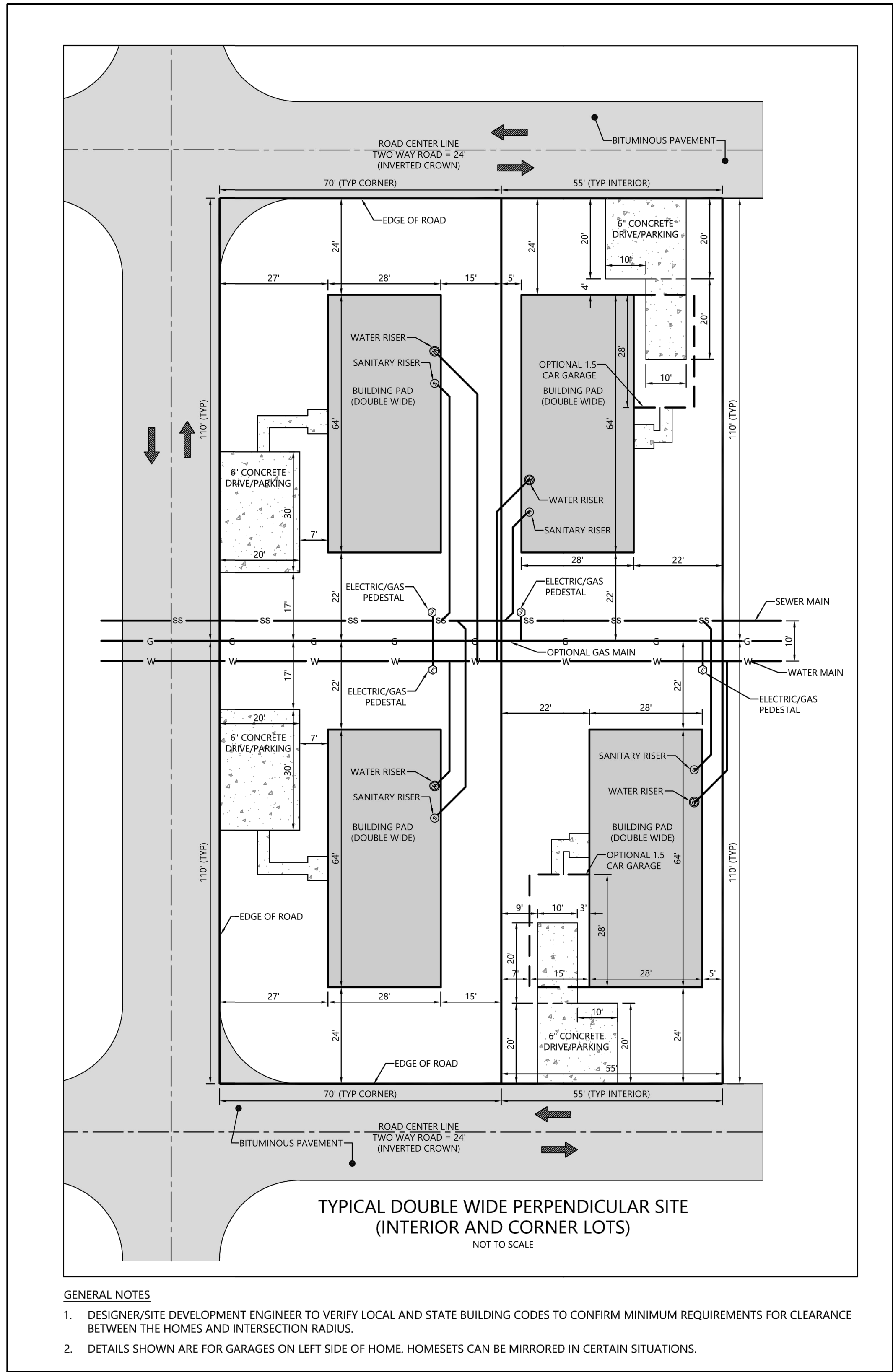
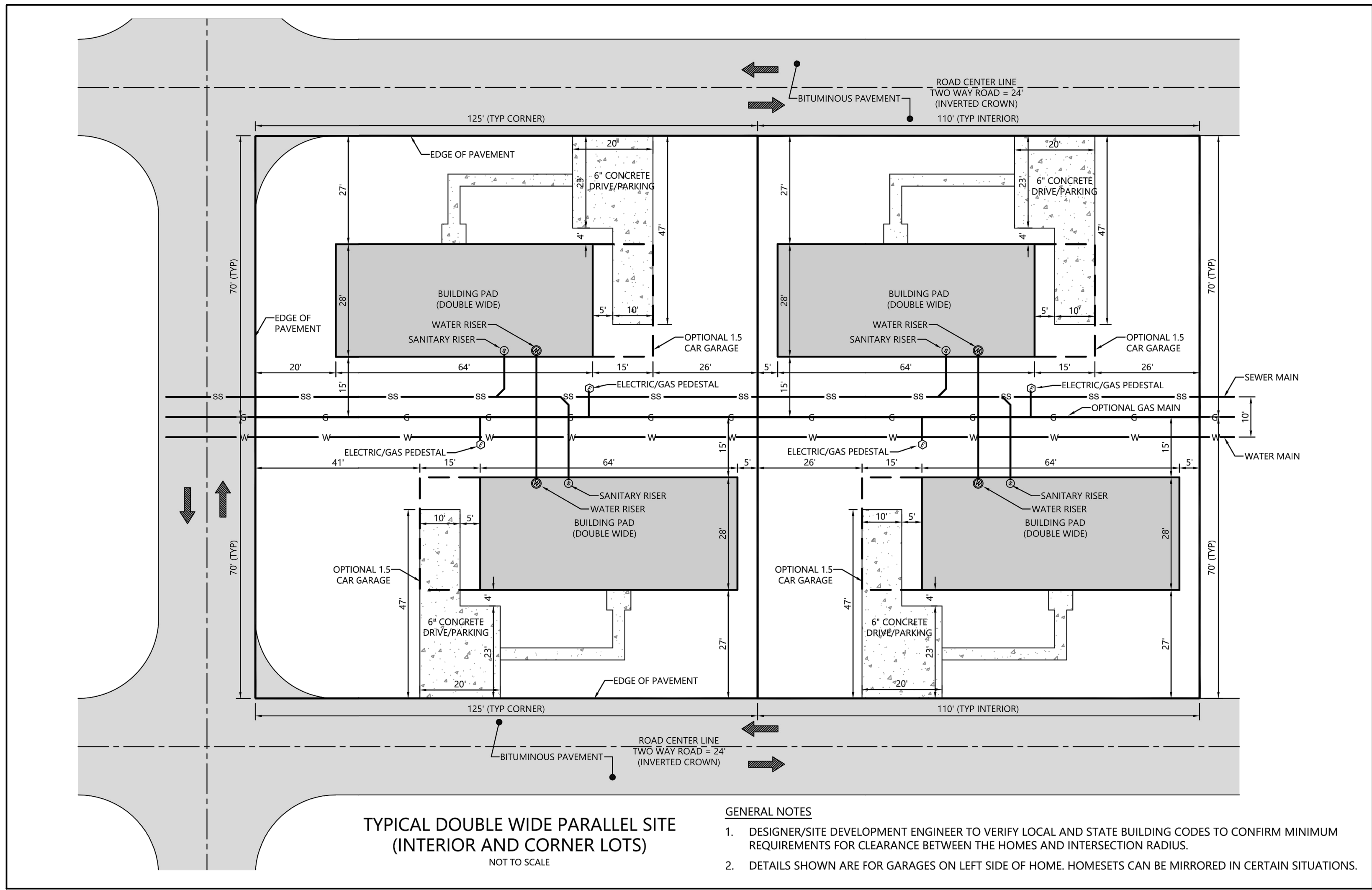
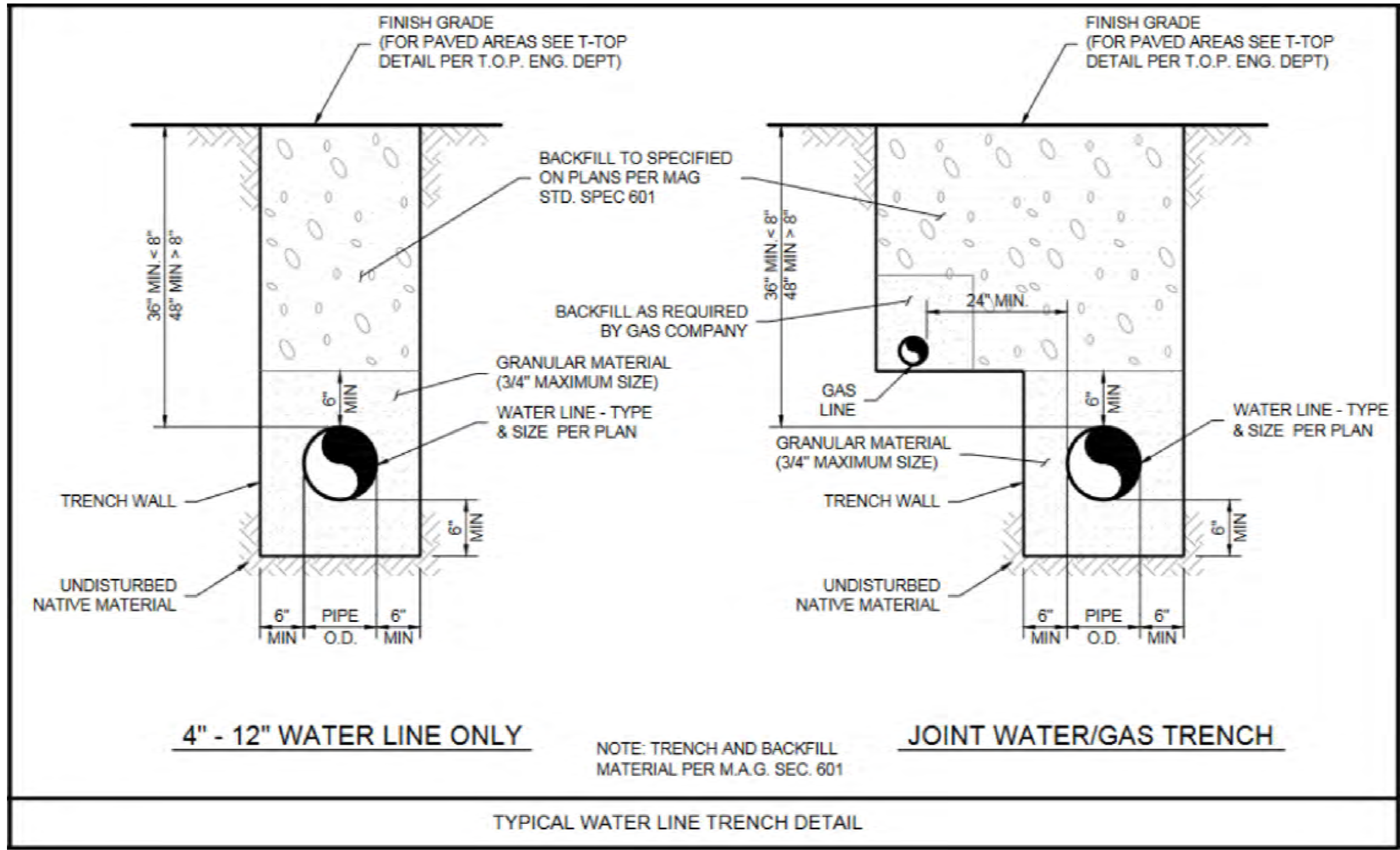
2929 N CENTRAL AVE, SUITE 800
PHOENIX, AZ 85012
Phone: (602) 279-1234
MBAKERINTL.COM

Michael Baker
INTERNATIONAL

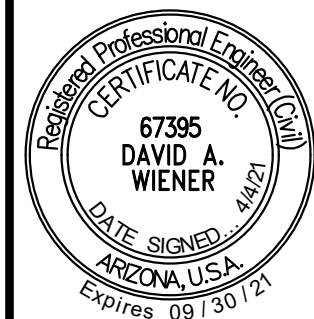
TYPICAL DETAILS

DATE: 4/4/2021

SHEET
4 OF 5



CANYON RIVER RANCH
SITE DEVELOPMENT PLAN
DOLL BABY RANCH RD, GILA COUNTY, AZ 85544



2929 N CENTRAL AVE. SUITE 800
PHOENIX, AZ 85012
Phone: (602) 279-1234
MBAKERINTL.COM

Michael Baker
INTERNATIONAL

TYPICAL DETAILS

DATE: 4/4/2021

SHEET
5 OF 5



REVISIONS		
NO.	DESCRIPTION	DATE

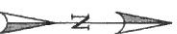
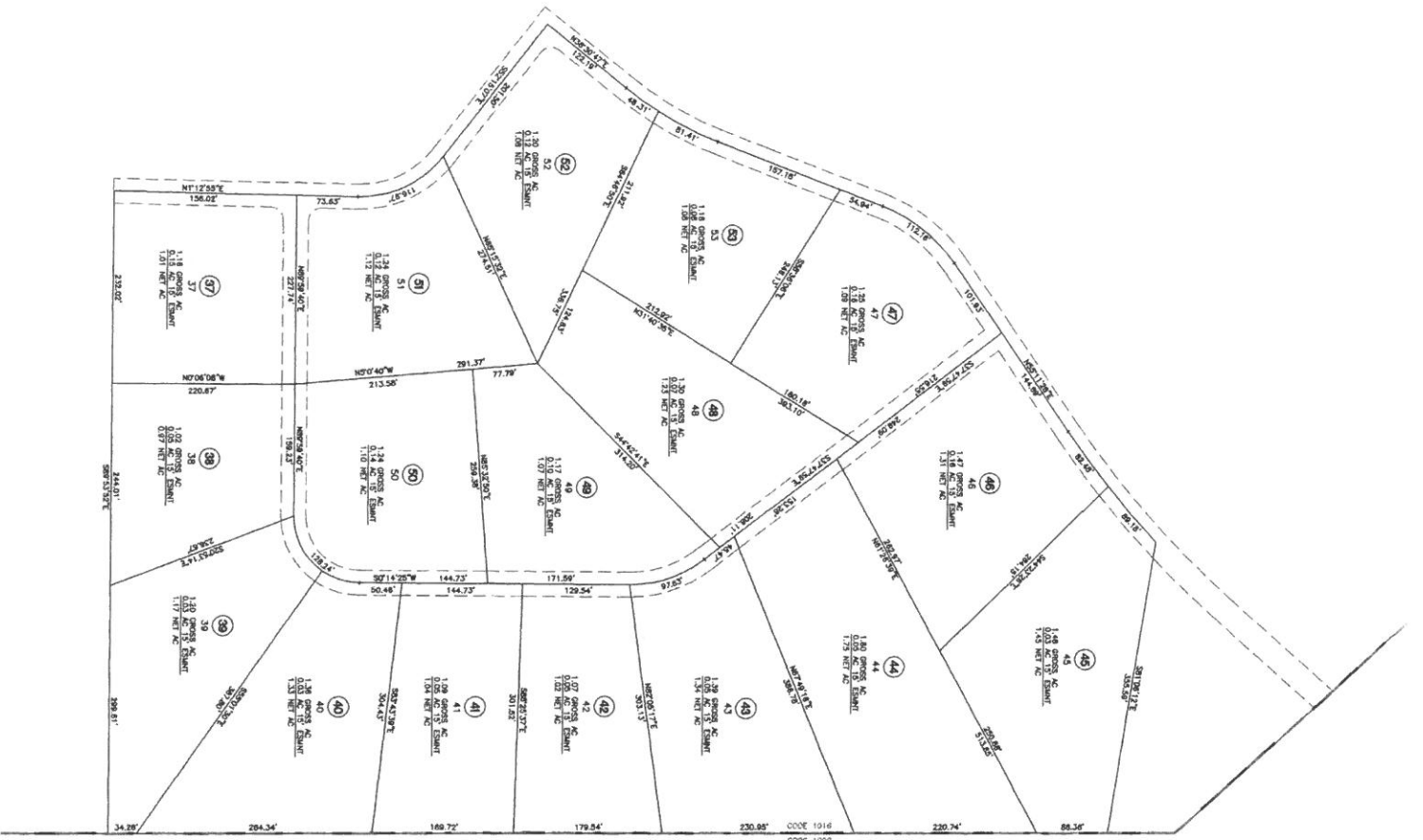
TONTO NATIONAL FOREST

PINCEL 301-46-0010

SEE MAP 301-46

SEE MAP 301-44

CANYON RIVER RANCH
Gila County Recorded Plats 796A - C
(From tax parcels 301-46-001A)



SCALE = 1" = 100'

(C) = CALCULATED

(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

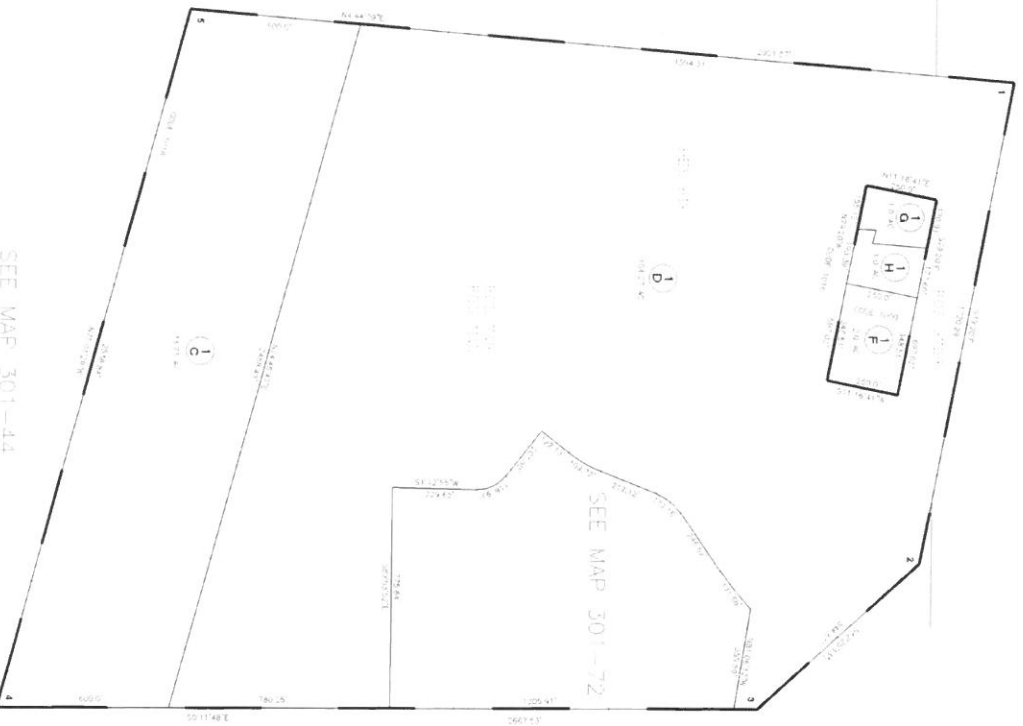
SECTIONS 8 AND 17
T10N R9E

SFT MAP 301-45

SEE MAP 301-44

301-46
CODE 1000
CODE 1016
UPDATED 10-25-18

TONTO NATIONAL FOREST



TONTO NATIONAL FOREST

SEE MAP 301-44

GILA COUNTY ASSESSOR

FOR INFORMATION ONLY, NO LIABILITY ASSUMED

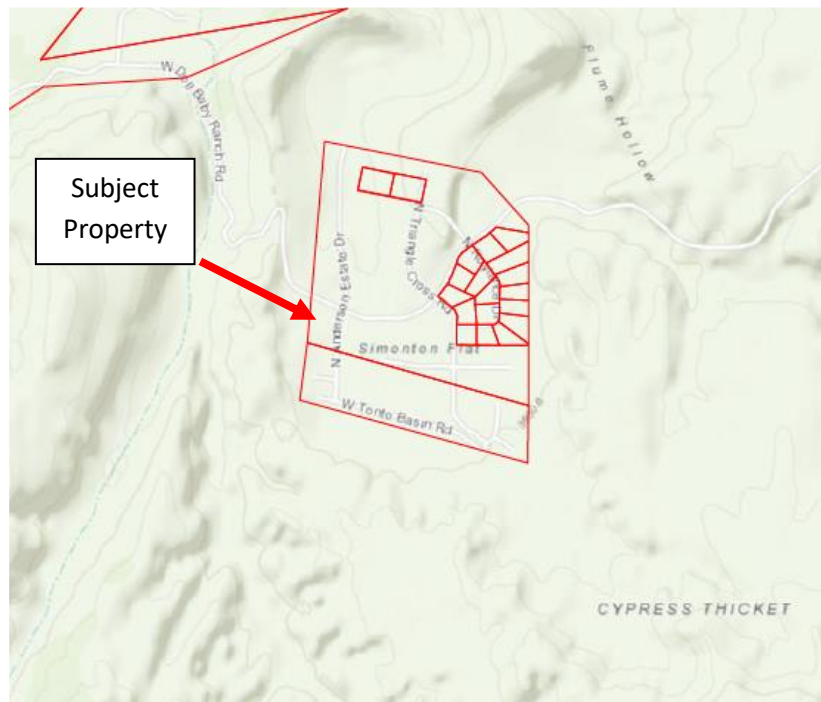
SCALE - 1" = 300'

(C) - CALCULATED
(R) - RECORDED





STAFF REPORT
TO THE
BOARD OF SUPERVISORS
GILA COUNTY CASE NUMBERS CPA2103-001, REZONP2103-001 AND P2105-067
MINOR COMPREHENSIVE PLAN AMENDMENT, REZONING AND
REVERSION TO ACREAGE



Public Hearing
July 27, 2021

610 East Highway 260
Payson, Arizona

and

745 Rose Mofford Way
Globe, Arizona

Case Details

Gila County Case Number:	CPA2103-001, REZONP2103-001 and P2105-067
Request:	A minor amendment to the Gila County Comprehensive Plan to change the land use designation from Residential 0.1-0.4 du/ac to Mixed Use, an amendment to the Gila County Zoning Map to change the zoning designation from R1-D40 and R1L-D40 to Transitional Residential with a Planned Development Overlay and Trailer Overlay and a Reversion to Acreage related to the Canyon River Ranch subdivision plat
Applicant:	Michael Baker International
Owner:	Canyon River Partners LLC and International West Civil Contractors Inc.
Staff Member:	Michelle Dahlke, Senior Planner

Property Details

Assessor Parcel Number:	301-46-001C, 301-46-001D and 301-72-037 through 301-72-053
Property Address:	None yet assigned
Property Location:	Canyon River Ranch area
Parcel Size:	158 acres approximately
Current Zoning Designation:	R1-D12 and R1L-D12
Current Comprehensive Plan Designation:	Residential (0.1 to 0.4 du/ac)
Current Land Use:	Vacant
Surrounding Zoning/Land Uses*:	North – R1-D40 East – R1-D40 and R1L-D40 South – R1-D12 West – R1-D12

Note: A copy of the zoning maps for the property and surrounding area are located on the following pages.

Planning and Zoning Commission

At their June 17, 2021 meeting, the Planning and Zoning Commission unanimously recommended approval of the minor Comprehensive Plan amendment, rezoning and reversion to acreage subject to the revised conditions listed in the recommendation section of this staff report.

Property Background

The Planning Commission continued these items at their April 15, 2021 hearing to the May 20, 2021 hearing allow more time for staff to analyze the request and meet with the applicant to discuss infrastructure and related property improvements. The applicant requested a continuance of the request to the June 17, 2021 meeting due to the illness of a team member.

The subject property was originally planned as a five-phased residential development generally referred to as Canyon River Ranch. Gila County approved a rezoning of the property in 2008 and a final subdivision plat was approved for the development in 2009. While some improvements were constructed, including a 5,600 square foot pavilion, a 20,000 square foot covered arena, a well site, a decorative entry feature/water tower, and some internal road work and grading, further development of the property was placed on hold due to the impacts of the Great Recession. Note that there are two parcels of land located in the area of the request that are not part of this request (APN # 301-46-001E and 001F).



Figure 1: Aerial of the northern portion of the property. The arrow on the left are parcels that are not included with these requests. The arrow on the left are the existing improvements on the property from the initial development phase.

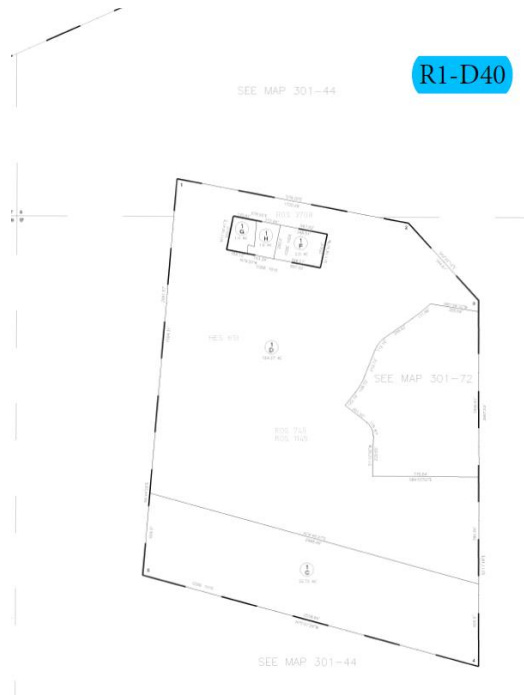


Figure 2: Zoning Map # 1 of the Overall Property

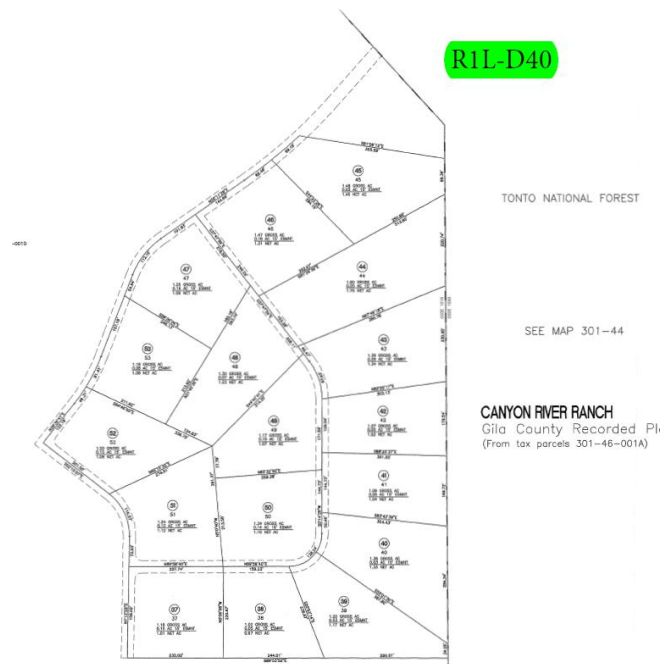


Figure 3: Zoning Map # 2 of the Platted Portion of the Property

Description of Request

The property recently changed hands and the new property owner is proposing a mixed-use development consisting of residential and commercial uses with a substantial amount of passive open space. At complete buildout, there will be 721 residential homes sites with a mixture of single and doublewide mobile homes with approximately 40% of the overall homesite devoted to

recreational vehicles. Each homesite will be fully improved with electricity, water and wastewater services and leased to the resident for placement of a home or recreational vehicle. The owners would; however, like the ability to lease up to 100% of the property for recreational vehicle uses until such time as the project is fully developed. Per the project narrative, the 100% recreational vehicle use will be for a temporary basis, for a period of 36 months from the issuance of the first building permit for any given phase.

The proposed commercial uses include restaurants, personal service businesses, self-storage facilities, general retail sales and motor fuel and propane sales, all of which are mainly intended to serve the community. The property owners also envision certain temporary outdoor events.

The property owners propose to offer a significant number of amenities with this development including the existing pavilion and arena, a large community clubhouse, multiple miles of multi-use trails and paths, a 1-acre fishing pond, passive open space representing almost 60% of the property, and multiple sporting opportunities such as pickleball, tennis, baseball and softball, basketball courts, three dog parks and three community swimming pools.

As part of the Planned Area Development (“PAD”) overlay zoning, the property owner is asking for a few deviations from the development standards of the Trailer district overlay requirements for mobile homes and recreational vehicles, commercial district and parking requirements. The table below provides a comparison of what the minimum requirements are versus what the property owner is asking with the PAD overlay. Note that the purpose of PAD overlays is to allow flexibility in meeting the requirements of the underlying zoning district. The Zoning Ordinance recognizes that for specific planned communities, the PAD overlay can provide better alternatives for some land developments than conventional zoning districts can. Furthermore, the purpose of the PAD overlay is to encourage innovative and imaginative planning with a variety of housing opportunities that are affordable to the community.

	Existing	Proposed with PAD
Residential		
<u>Minimum Space Area</u>		
-Single Wide	3,400 SF	3,000 SF
-Double Wide	4,675 SF	6,000 SF
-RV	1,500 SF	1,500 SF
<u>Minimum Space Width</u>		
-Single Wide	40’	33’
-Double Wide	55’	55’
-RV	25’	25’
<u>Minimum Space Depth</u>		
-Single Wide	85’	85’
-Double Wide	85’	85’
-RV	60’	60’
<u>Minimum Setbacks</u>		
-from exterior boundary	10’ 5’	10’ from outer perimeter and 20’ from inner perimeter

-from any interior street or rear, front or non-main entry space		where project abuts a private exempted property
-distance between mobile units within same development	10'	Single/Double Front - 12' Single/Double Side - 5' Single/Double Rear – 10' 10'
<u>Parking</u> -space area -number of spaces	9' by 20' 2 per unit	8' by 20' 1 per single wide 2 per double wide 0.15 guest parking spaces per unit
<u>Building Height</u> -maximum	30'	16'
Commercial <u>Building Height</u>	-30' in C1 -36' in C2 -40' in C3	30' max for all commercial uses
<u>Building Setbacks</u>	-20' front (C1 & C2) -0' side (20' if adjacent to residential) (C1 & C2) -20' rear (C1 & C2) None required in C3 unless abutting residential where the setback is 30'	1.5 x building height 1.0 x building height from all other property lines
<u>Parking</u> -minimum # of spaces -space area	1 space per 300 SF of gross floor area 9' by 20' Varies by commercial use districts	1 space per 200 SF of building floor area 9' by 20' 1.5 x the building front footage, of 1.5 x each suite
<u>Signage</u>		

		width for multiple-suite buildings 25% of the total window area of any building or suite for window signs 48 SF in area and 8' in height for monument signs On-site directional signs shall not be included in sign area calculations
--	--	--

Concept Plan



Figure 4: Conceptual (Revised Since April 15th P&Z Meeting) Site Layout

Phasing and Improvements

Phasing

The applicant would like the flexibility to develop the property either as a single phase, or as a two-phased development, depending on the timing of the approvals related to infrastructure

permitting, construction costs and mobilization. If it becomes a two-phased project, the applicant anticipates one phase north of Doll Baby Ranch Road and the second phase to the south of this road.

Water

Currently, the applicant is exploring viable options to provide water to the project. Previously, when the property was to be developed for single-family residences, water was to be provided through private wells. With a change in use of the property from single-family residences to a mobile/manufactured home/RV project, the applicant has retained a hydrologist to determine the potential capacity and availability of water to serve the project. Ultimately, the applicant will need to get approvals from the Arizona Departments of Environmental Quality and Water Resources to provide water to the property.

Wastewater

The applicant is proposing to utilize a private wastewater collection and treatment plant based on a wastewater feasibility study conducted for the property. The proposed treatment includes the reuse of effluent with a private hauler to remove the remaining material for off-site management. The applicant will need to obtain approval from the Arizona Department of Environmental Quality for the wastewater system that will serve the project.

Emergency Services

The applicant has had numerous discussions with the Town of Payson with respect to emergency medical and fire service to the project. Per a letter dated May 12, 2021 from the Town of Payson Fire Chief, the Town is in support of the project subject to the following conditions: 1) the developer of the property creates a Fire District which will contract with the Town to provide fire and emergency service, 2) the developer will contribute \$700,000 to the Town for the purchase of a fire engine and equip it as needed by the Town (the truck will be kept at a Town facility), 3) the developer will ensure that all access roads within the development meet the requirements of the International Fire Code adopted by the Town, 4) the developer will provide fire hydrants throughout the community that meet the Town's adopted Fire Code requirements, 5) the developer will provide a water fire flow of 500 gallons per minute from all fire hydrants at 20 psi residual pressure that has a duration of two hours, 6) that all buildings in the development will be equipped with an automatic fire sprinkler system that meets the use of the building which is required when there is no secondary access out of the development, and 7) that the developer will dedicate two acres of land for the Fire District to use for a future fire station.

Ingress and Egress

Doll Baby Ranch Road, which is the primary access road between the property and the Town, is a public, two-lane road. Approximately 1,000 feet of this road is located within the Town and roughly 2,000 feet is located within the County's jurisdiction. The applicant has discussed the required improvements of Doll Baby Ranch Road with the Town and the County and has agreed to make the necessary improvements in accordance with Town and County requirements. Part of

the improvements will include a road realignment and drainage crossings over the American Gulch drainageway.

Citizen Participation

The applicant conducted a neighborhood meeting via Zoom on January 14, 2021. All property owners within 300' of the property were notified of the meeting in advance (see notification map below). The owners of the properties shown by the red arrow below attended the meeting and asked questions.

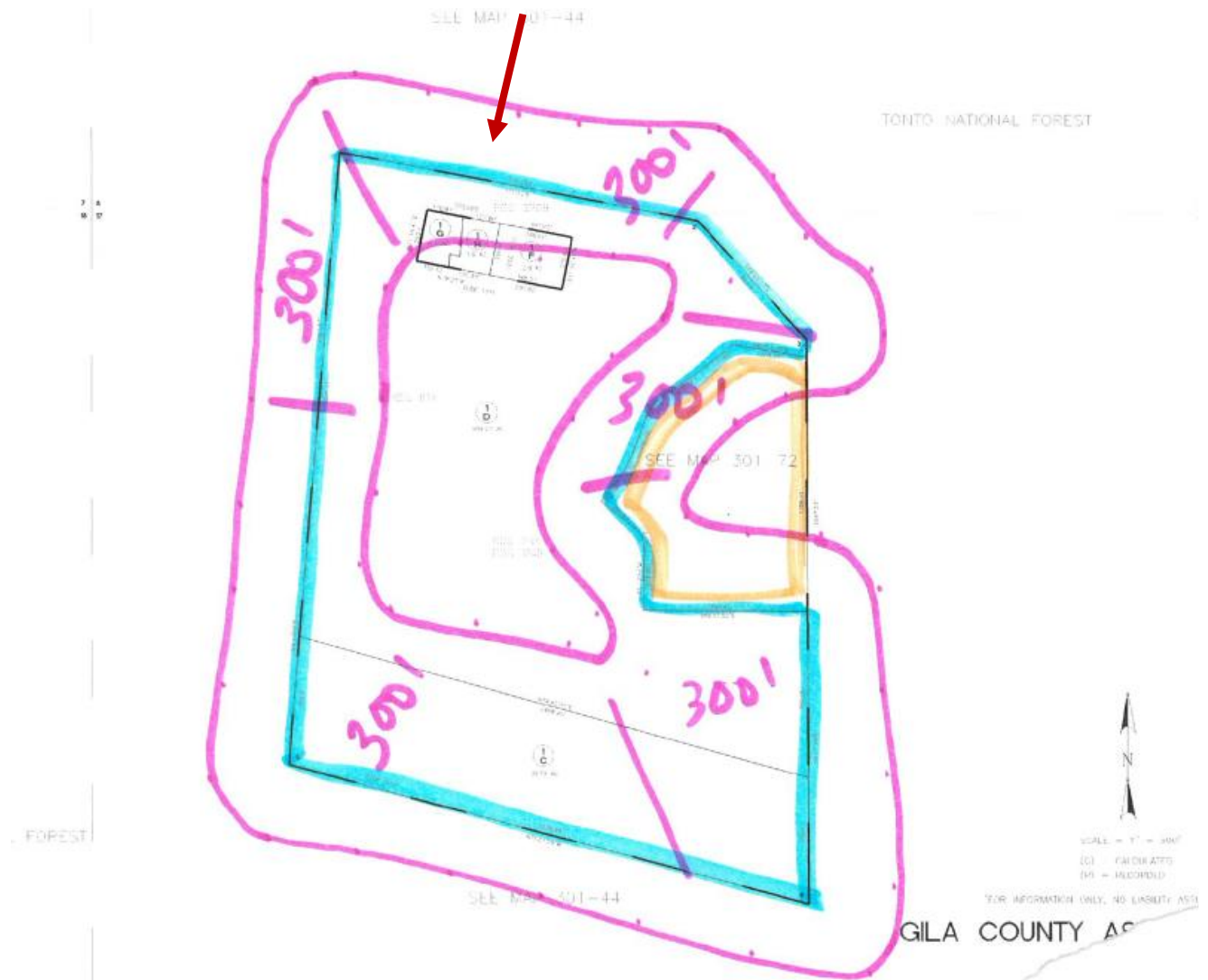


Figure 5: 300' Notification Map and Exhibit from Applicant



Figure 6: To Be Deeded Area

Per the applicant, several changes were made to the conceptual layout of the property in response to comments received at the neighborhood meeting including improved access to parcels “A” and “B” (APN # 301-46-001E and 001F) as well as physical access to the north. Additionally, the property owners will deed land to the owners of parcel “A” and “B”. Please note that the “to be deeded” area is a part of the subject Comprehensive Plan and Rezoning requests; however, per the applicant, the uses in the “to be deeded” area are to be in conformance with the uses and requirements of the current zoning designation of R1-D40. This will enable the owners of “A”

and “B” to exercise their current property uses and rights. Any future development of the “to be deeded” area will be subject to the TR-PAD-T standards.

Staff Review and Analysis

In order to develop the property as proposed, a change in the Comprehensive Plan land use designation and a rezoning are required. The current land use designation for the property is Residential (0.1-0.4 dwelling units per acre), which is intended for low-density rural detached residential development, would not permit the proposed 4 ½ unit per acre development. Additionally, this residential land use designation only permits non-residential uses if permitted in the underlying zoning district and is located on a cumulative total of less than two acres and separated and buffered from adjacent residential uses. Due to the mix of uses requested on the property, the Comprehensive Plan land use designation of Mixed Use is appropriate.

The proposed mix of uses and the use of mobile homes and recreational vehicles is not permitted under the existing zoning designation on the property of R1-D40 and R1L-D40 which is why a zoning change is required. The proposed zoning designation of Transitional Residential is intended for a mix of residential and commercial uses subject to a Development Plan. Additionally, the Trailer district overlay will allow for the mobile home and recreational vehicle uses. The Planned Area Development overlay will enable the development to deviate from some of the zoning regulations as discussed earlier in this report.

Due to assurances from the developer that they will meet all applicable development standards and obtain all required local and state infrastructure and building permits, staff does not believe that the proposed change in the Comprehensive Plan land use designation or the requested zoning designation change would have a negative impact on the property or surrounding area. Rather, due to the significant number of amenities proposed and the fact that the project will bring more affordable housing to the area, staff believes the project will have a positive overall impact on the community.

The project will be required to go through the Development Plan process prior to the issuance of a building permit and, the State of Arizona will need to approve the proposed water and wastewater service to the community.

The applicant is also requesting a Reversion to Acreage for the Canyon River Ranch final subdivision plat. Approval of the reversion will abandon the final plat, which was recorded in the official records of Gila County in 2008, and revert the land back to the original acreage that existed prior to the final plat being recorded. This will enable the property owner to develop their mixed-use project as proposed.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommends approval of the request as follows:

- 1) A motion to approve Case Number CPA2103-001, a minor amendment to the Gila County Comprehensive Plan, to change the land use designation from Residential 0.1-0.4 du/ac to Mixed Use.
- 2) A motion to approve Case Number REZONP2103-001, a request to change the Gila County Zoning Map zoning designation from R1-D40 and R1L-D40 to Transitional Residential with a Planned Development Overlay and Trailer Overlay subject to the following conditions:
 - a. The applicant shall:
 - i. Obtain Development Plan approval from the County prior to the submittal of any infrastructure permits. Development Plans (Section 103.10 of the Gila County Zoning Ordinance) are required for all commercial and mixed-use projects and allow the Zoning Inspector to request information as may be deemed necessary. Important information that will be required of the Development Plan will include, but is not limited to the following:
 1. The submittal of improvement plans to the County Public Works Department for that portion of Doll Baby Ranch Road that is located within the jurisdiction of the County.
 2. The submittal of drainage and improvement plans to the County Flood Control District.
 3. Written evidence that the Forest Service has approved the realignment of the Doll Baby Ranch Road.
 4. Approval from the Arizona Department of Environmental Quality and the Department of Water Resources for the proposed water and wastewater service for the project.
 5. Provide a letter from a licensed hydrologist stating that the property has the capacity to serve the proposed development with water, including the water capacity and years of supply.
 6. Provide an emergency evacuation plan to the County Emergency Management Division.
 - ii. Prior to the issuance of any building permits, the applicant shall:
 1. Provide a letter from the Town of Payson stating that all requirements of the Fire District have been satisfied.
 - iii. Recreational vehicles on the property shall only be used in conformance with manufacturer's specifications.
- 3) A motion to approve Permit #P2105-067, a request for a Reversion to Acreage for the Canyon River Ranch Final Subdivision plat, recorded on December 23, 2008 in the Official Records of Gila County, Recording Number 2008-015996.

Staff Recommendation:

Staff is supportive of the request subject to the Planning and Zoning Commission recommendation.



Michael Baker
INTERNATIONAL



CANYON RIVER RANCH

*Gila County
Board of Supervisors
July 27, 2021*

PROPERTY HISTORY AND CURRENT APPLICATIONS

Property is comprised of 158 acres located approximately 6.2 miles west of the Town of Payson on Doll Baby Ranch Road, which bisects the property.

Requesting Minor Comprehensive Plan Amendment and Rezoning to allow for the development of an age-restricted mobile home and RV resort community

Minor Comprehensive Plan Amendment

Residential 0.1 to 0.4 du/ac to Mixed Use

Rezoning

Transitional Residential with Planned Area Development (PAD) & Trailer District overlays (TR-PAD-T)



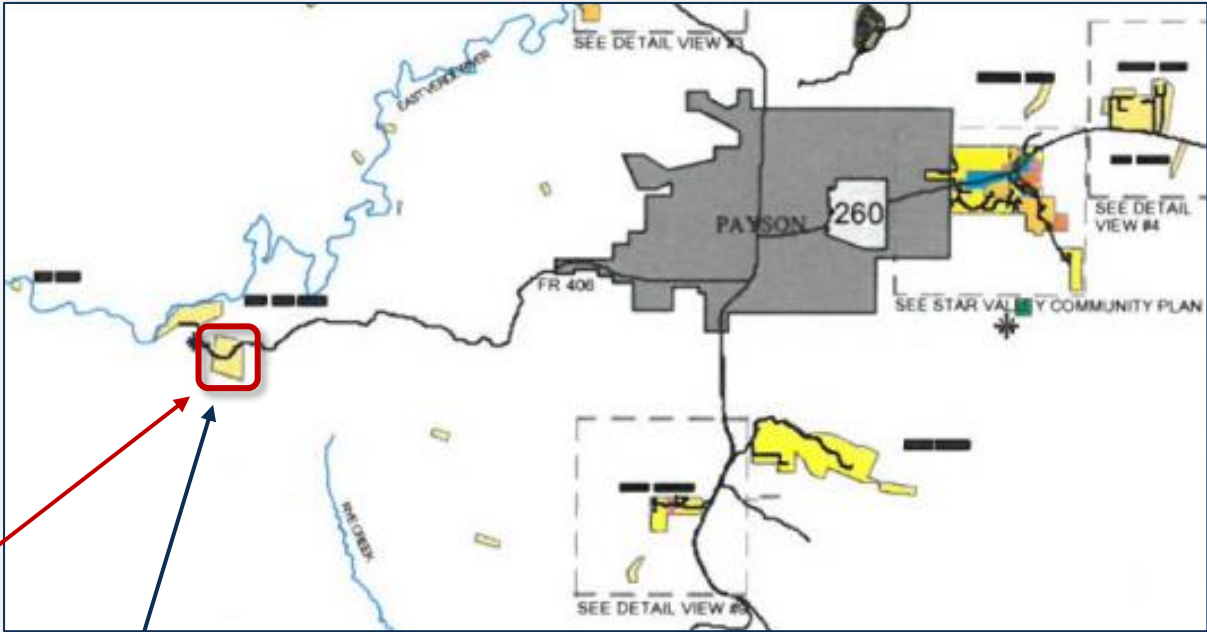
Michael Baker
INTERNATIONAL

MINOR COMPREHENSIVE PLAN AMENDMENT



Michael Baker
INTERNATIONAL

**Current Designation
(Residential 0.1 to 0.4 du/ac)**



**Proposed Designation
(Mixed Use)**

REZONING

Transitional Residential with Planned Area Development (PAD) & Trailer District overlays (TR-PAD-T)

- 🏡 Promotes a cohesive development
- 🏡 Allows a mixed of uses
 - Predominantly residential with light commercial
- 🏡 Allows a variety of housing options
 - Mobile homes and RVs

Planned Area Development for **Canyon River Ranch**

GILA COUNTY, AZ



Applicant:

Michael Baker

INTERNATIONAL

Michael Baker International

Phoenix Plaza Tower II, 2929 N. Central Avenue, 8th Floor
Phoenix, AZ 85012



Michael Baker
INTERNATIONAL

DEVELOPMENT CONCEPT

Development Summary Table

Homesites	721 (4.56 du/ac)
RV Spaces	40% (288*)
Open Space	93 acres
Light Commercial	3 acres
Storage	20,000 s.f.

** RV space allowance based on entitlement*

Homesites: Single and Double Mobile Homes
RV spaces

Commercial: Retail, indoor
Fuel and propane sales
Personal services
Restaurants
Self-Storage



Michael Baker
INTERNATIONAL

NEIGHBORS



Michael Baker
INTERNATIONAL



Parcels A & B

- *Privately-Owned, not part of this project*
- *Approx. 2 ac. each*

To Be Deeded

- *Approx. 4 ac. total*
- *Included in this project*
 - *Up to 5 du/ac, 20 RVs*
- *To be deeded to owners of Parcels A & B*

PROJECT AMENITIES

- Over 93 acres of passive open space (nearly 59% of project area)
- Approximately 1-acre private fishing pond
- 5 miles of multi-use paths and trails
- 20,000 square-foot open food hall and recreation space
- 12,500 square-foot Community Clubhouse
- 5,600 square-foot social event pavilion
- Sport Courts**
 - Pickleball courts (10 planned)
 - Tennis Courts (8 planned)
 - Baseball / softball fields (2 planned)
 - Basketball courts (2 planned)
 - Community swimming pools with hospitality and food (3 planned)
 - Enclosed dog parks (3 planned)
- Concierge service**



Michael Baker
INTERNATIONAL

PROJECT AMENITIES – (CON'T)

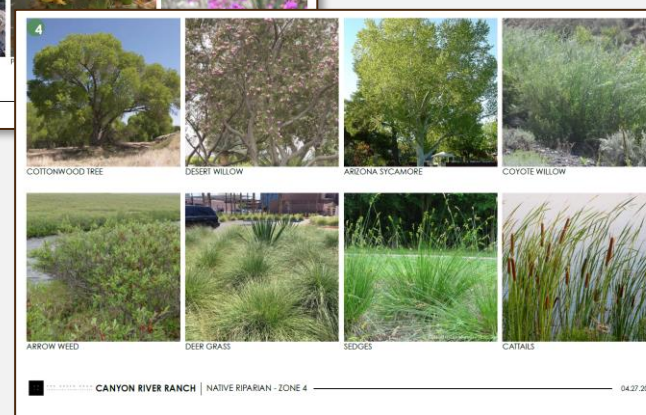
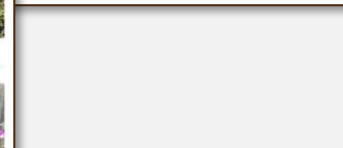
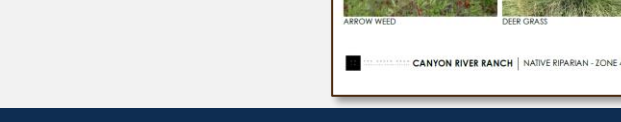
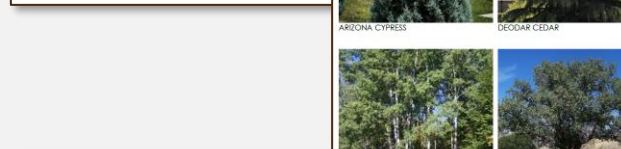
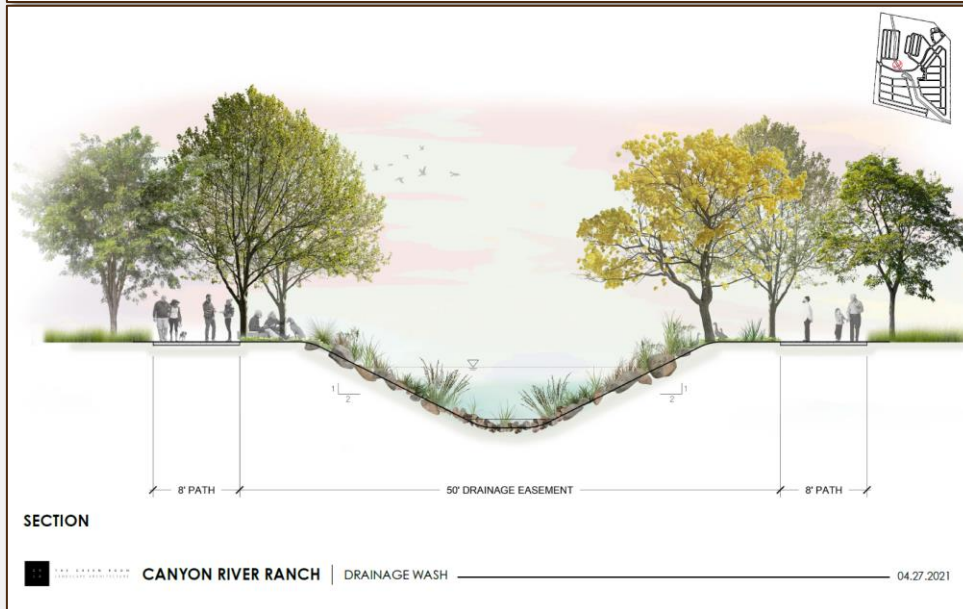
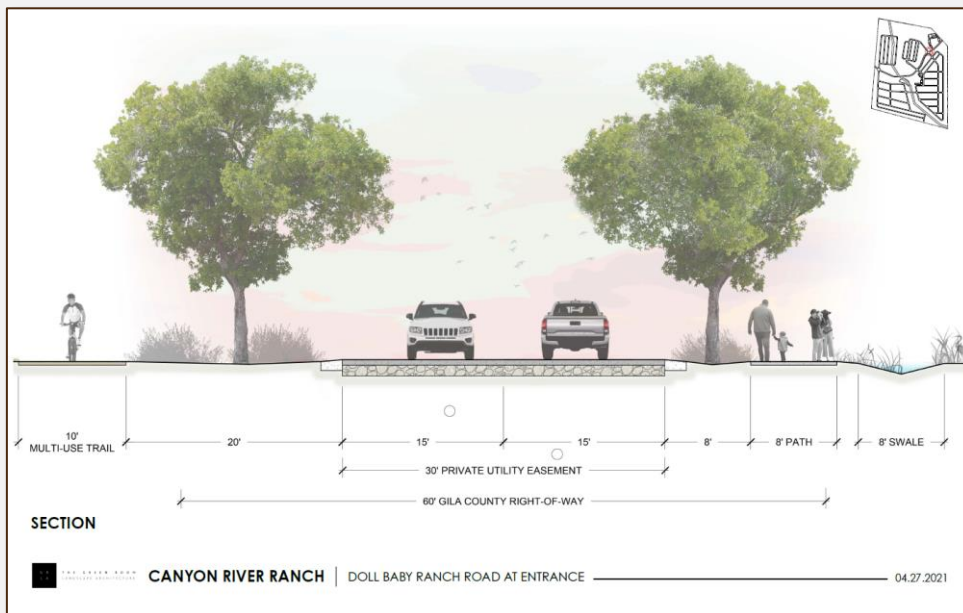


Michael Baker
INTERNATIONAL

STREETSCAPE & LANDSCAPING



Michael Baker
INTERNATIONAL



INFRASTRUCTURE OVERVIEW

- 🍷 Water will be provided by on-site wells and treated to meet or exceed ADEQ quality standards
- 🍷 Wastewater will be collected and treated on-site
 - High-quality effluent will be reused for landscaping and open space amenities
 - Solids will be separated and removed from the property by a private carrier
- 🍷 Arizona Public Service (APS) will extend electricity to the property
- 🍷 Solid Waste will be hauled by a private carrier
- 🍷 Fire and EMS provided by Town of Payson
 - Establish a Fire District to fund service
 - Provide firetruck to remain onsite for TOP Fire / EMS staff to use
 - Up to 2 acres set aside for future Fire Sub-Station if warranted
- 🍷 Doll Baby Ranch Road will remain a public County road
- 🍷 Canyon River Ranch interior / local roads will be private



Michael Baker
INTERNATIONAL

THANK YOU

Adam Pruett 📞 602.308.1320

✉️ Adam.Pruett@mbakerintl.com



Michael Baker
INTERNATIONAL

ARF-6765

Regular Agenda Item 4. A.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Information

Request/Subject

Presentation/Discussion regarding redistricting of Gila County.

Background Information

Redistricting: A.R.S. § 11-212 requires the Board of Supervisors to meet following the decennial census and divide the county into supervisorial districts. The 2020 census data has been delayed until September 2021, therefore, allowing the County time to conduct a thorough and transparent redistricting process. The redistricting process for Gila County will be completed in spring 2022. The Board of Supervisors may appoint a Gila County Citizens Advisory Committee. The Citizens Advisory Committee will work under the auspices of the Board of Supervisors, along with consultants James" Mac" Feezor and Bruce Adelson, Esq., to obtain public input, hold public hearings, and review alternative redistricting plans.

Evaluation

The discussion will include the Board of Supervisors reviewing guiding principles, and the selection process of the Gila County Citizen Advisory Committee. It is intended that the content of the resolution be discussed and staff be directed to finalize the resolution for adoption at the August 3, 2021 Board of Supervisors' meeting.

Conclusion

The presentation and discussion will provide the legal requirements and public input process that is critical to ensuring the successful outcome of the redistricting process.

Recommendation

Presentation and discussion.

Suggested Motion

Information/Discussion to review guiding principles for the redistricting of supervisorial districts and the selection process of the Gila County Citizens Advisory Committee. **(Mary Springer)**

Attachments

Redistricting Presentation

REDISTRICTING

TIMELINE



REDISTRICTING 101

- Board Work Session July 27, 2021
 - Federal Compliance – Bruce Adelson
 - Redistricting Citizen Input – Mac Feezor



ARS 11-212 –DEADLINE SET BY STATUTE

- A.R.S. §11-212 the Gila County Board of Supervisors shall meet at the county seat on or before December 1 following the release of the United States decennial census data and divide the county into three districts and shall define the boundaries and limits of each district and make the division equal or with not more than ten percent difference in population
- Due to delay in release of census data date has been extended to July 1, 2022.

REDISTRICTING PRINCIPLES

- The following two Redistricting Principles must be observed:
- Districts shall be substantially equal in population to ensure one person-one vote; ensure the total maximum population deviation between districts is less than 10%
 - The principle that all citizens, regardless of where they reside in a state, are entitled to equal legislative representation. This principle was enunciated by the Supreme Court in REYNOLDS V. SIMS, 377 U.S. 533, 84 S. Ct. 1362, 12 L. Ed. 2d 506 (1964). The Court ruled that a state's Apportionment plan for seats in both houses of a bicameral state legislature must allocate seats on a population basis so that the voting power of each voter be as equal as possible to that of any other voter. One person-one vote principle requires that districts be substantially equal in population. New court cases may require deviation of much less than 10%.

REDISTRICTING PRINCIPLES CONTINUED

- New Districts shall not harm minority voting rights
 - Section 2 of the Voting Rights Act forbids a voting standard, practice, or procedure from having the effect of reducing the opportunity of members of a covered minority to participate in the political process and to elect representatives of their choice. Basically, this non-discrimination provision prohibits districting practices that result in:
 - “Cracking” - fragmenting concentrations of minority populations and dispersing them among other districts to dilute minority opportunities to elect candidates of their choice
 - “Stacking” - combining concentrations of minority populations with greater concentrations of white population to prevent minority opportunities to elect candidates of their choice
 - “Packing” - over-concentrating minorities in as few districts as possible to minimize the number of districts in which minorities constitute a numerical majority (referred to as “majority-minority districts”)

GUIDING PRINCIPLES CONTINUED

- The following Redistricting Principles should be considered to the extent practicable:
- Be contiguous and compact
 - A district is contiguous if all parts the district can be visited without crossing a boundary line. Compactness is more complex as there are various methods for measuring it. Appearance and function analyses will look at the overall shape of the district to see how tightly drawn and or smooth the edges are. If too irregular, it may be a signal to the courts that the lines may have been motivated by a desire to create racial or political advantage

GUIDING PRINCIPLES CONTINUED

- Preserve existing voting precincts and the cores of prior supervisory and community college districts
 - Recognition that major boundary changes can possibly be disruptive or confusing to voters.
- Respect political subdivisions
 - When a proposed district or precinct boundary line is close to an existing municipality or another district line, an attempt should be made to use that same line.
- Be drawn to protect incumbent elected officials
 - Recognition that incumbents may be affected by the lines that are drawn.

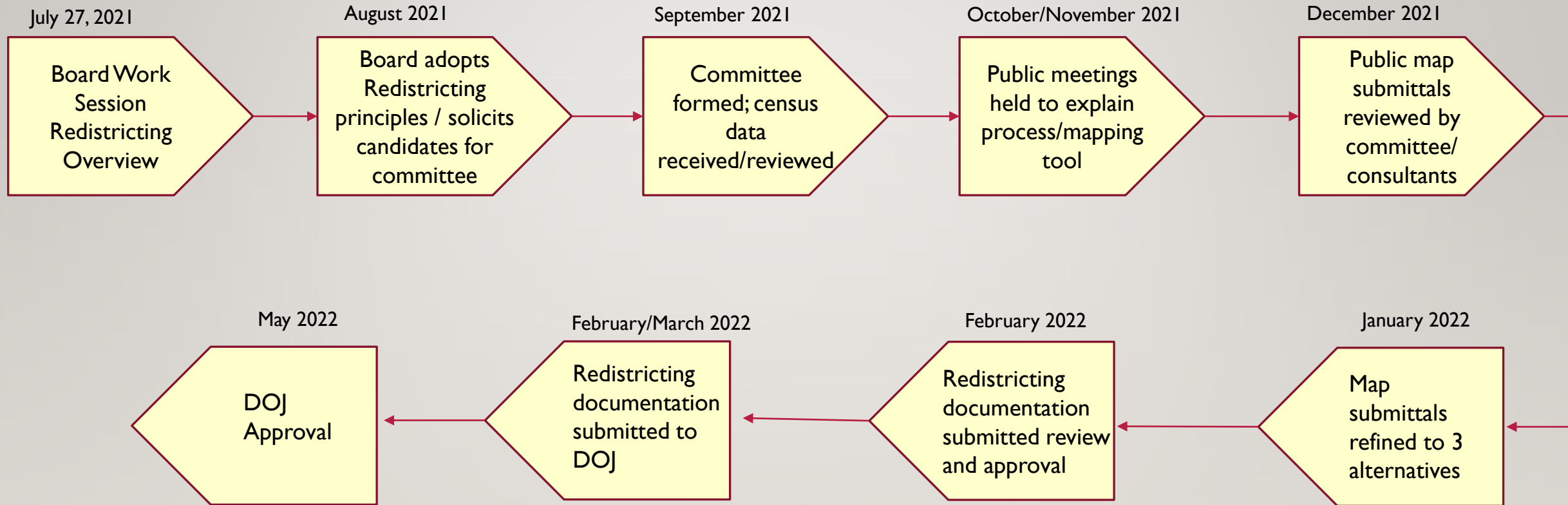
GUIDING PRINCIPLES CONTINUED

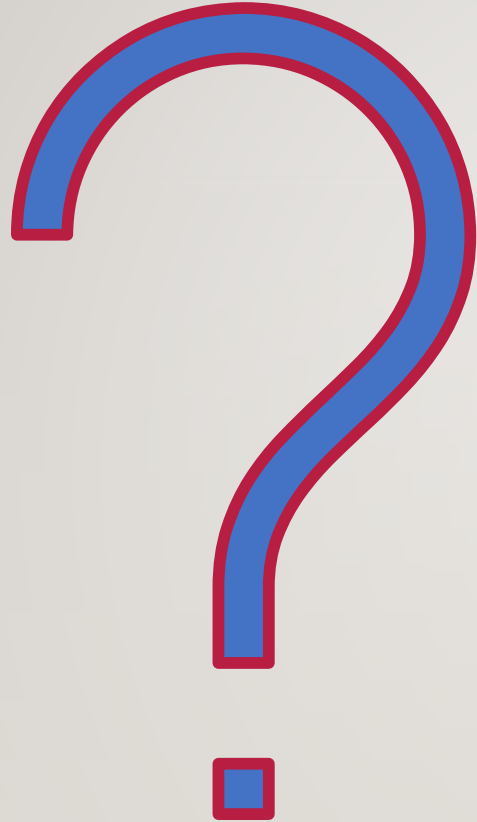
- The following Redistricting Principles may be considered to the extent practicable:
 - Preserve communities of interest
 - Populations or communities that have common needs and interests. Communities of interest can be identified by referring to the census, demographic studies, surveys, political information, or through public meetings to assess what socio-economic characteristics community members share. County residents can also suggest communities of interest that they feel should not be divided. The Redistricting Committee should not “discover” or claim the existence of communities of interest late in the process so as to avoid the appearance of using a supposed community of interest to mask a partisan or racial gerrymander.
 - Use visible, identifiable geographic features
 - While not a high priority, visible geographic features may be appropriate factors in certain situations.

TRANSPARENT PUBLIC PROCESS

- Solicit citizens to serve on a Citizens Advisory Committee
 - Review and utilize Census Data to ensure compliance to Redistricting Principles and Federal compliance.
 - Coordinate public meetings to educate the public on the redistricting process and their ability to submit maps for consideration.
 - Review all maps submitted for compliance requirements, provide feedback on submittals
 - Identify the maps that best meet the Redistricting Principles and Federal requirements
 - Coordinate public meetings for final review of proposed maps.
 - Submit final district maps for Board of Supervisors and Gila County Community College District Board's review and approval.

REDISTRICTING TIMELINE





QUESTIONS

ARF-6727

4. B.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: James Menlove, County Manager

Submitted By: Sherry Grice, Management Associate

Department: County Manager

Information

Request/Subject

Presentation and update on the proposed Cobre Valley Regional Aquatic Center

Background Information

On July 30, 2019, the Cobre Valley Regional Aquatic Center (CVRAC) Committee last provided an update to the Board of Supervisors on its activities pertaining to the proposed project. Sherry Dorathy and Evelyn Vargas, members of the CVRAC Committee, have requested to present the Board with an update on the most recent activities of the Committee.

Evaluation

N/A

Conclusion

It would be advantageous for the Board of Supervisors and the public to receive an update on the recent activities of the Cobre Valley Regional Aquatic Center Committee.

Recommendation

N/A

Suggested Motion

Information/Discussion on the recent activities of the Cobre Valley Regional Aquatic Center Committee regarding the proposed Cobre Valley Regional Aquatic Center. **(Evelyn Vargas/Sherry Dorathy)**

Attachments

Aquatic Center Presentation

Aquatic Center Community Information and Timeline
Income and Expense Report Aquatic Center
Aquatic Center Architect Amenity Building

“Let’s Build a Splash!”



Cobre Valley Regional Aquatic Center

501 (C) (3) EIN: 81-1019007

Updated July 27, 2021

Comparison Operations/Maintenance

	OLD PLAN	RE-WORKED OLD PLAN (3 Mos.)	Actual From Florence
Net Income	-\$443,569.00	-\$333,459.50	
Net Income Without Full-Time		-\$271,059.50	-\$283,000.00

↑
6 mos.
7 days/week
May-Oct.
10 – 14 hrs. per day
Non-flexing staff
Full-Time Manager

↙ ↘
3 mos.
6 days/week
Memorial – Labor day
9 - 10 hrs. per day
Flexing staff

Comparison Operations/Maintenance

O & M of \$283,000 per year	\$283,000.00		
Add Liability Insurance	\$5,000.00		
Less Revenue	\$70,000.00		
DIFFERENCE OF:	-\$218,000.00		
Other Contributions:			
Dairy Queen	\$1,000.00		
Bravo and Bloom	\$1,000.00		
TOTAL DIFFERENCE AFTER OTHER CONTRIBUTIONS	-\$216,000.00		
	PROPOSED CONTRIBUTION	CURRENT	NET SAVINGS (Loss)
44.7% Globe	\$96,552.00	\$120,000.00	\$23,448.00
12.7% Miami	\$27,432.00	\$65,000.00	\$37,568.00
42.6% Gila County	\$92,016.00	\$0.00	(\$92,016.00)
TOTAL	\$216,000.00		

Note:

Have received a promissory from Mickie Nye of DQ for \$1,000 per year.

Also, from Debbie Yerkovich, John Wong of Bravo and Bloom, \$1,000 per year for the first 5 years.

Other potential donors are possible to reduce O & M.

Capital to Build

1. **Cobre Valley Regional Medical Center “Challenge Grant” \$1,500,000 in matching funds**
 - **Received \$10,000 from Mickie Nye of DQ**
 - **Received \$1,000 from a 92 year old, anonymous donor**
 - **Received \$2,000 from Ken and Evelyn Vargas**
 - **Received \$1,000 from Janice and Bill Cook**
 - **Received \$5,000 from Debbie Yerkovich/John Wong of Bloom and Bravo**
 - **This is \$19,000 and “matched” for a total of \$38,000!! We have not even started our “*Let’s Build a Splash*” fundraising campaigns! (Grants, Foundation Donations, Naming Rights, Walk of Fame project, Alumni project, and others.)**
2. **Update on County wide Bond with Northern Gila County**

Capital to Build

3. First goal in fundraising is to match the “Challenge Grant” of \$1,500,000

- **BUILDING IN PHASES – *Hidell Architects, Carrollton, TX***
 - Price point 1 at about \$3,000,000
 - Price point 2 at about \$4,000,000 (additional million)
 - Price point 3 at just over \$5,000,000 (additional million)

COBRE VALLEY REGIONAL AQUATIC CENTER

AQUATIC FACILITY AMMENITIES OPTIONS



AQUATIC FACILITY COMPONENTS

SITE AMMENITIES



BUILDINGS



AQUATICS



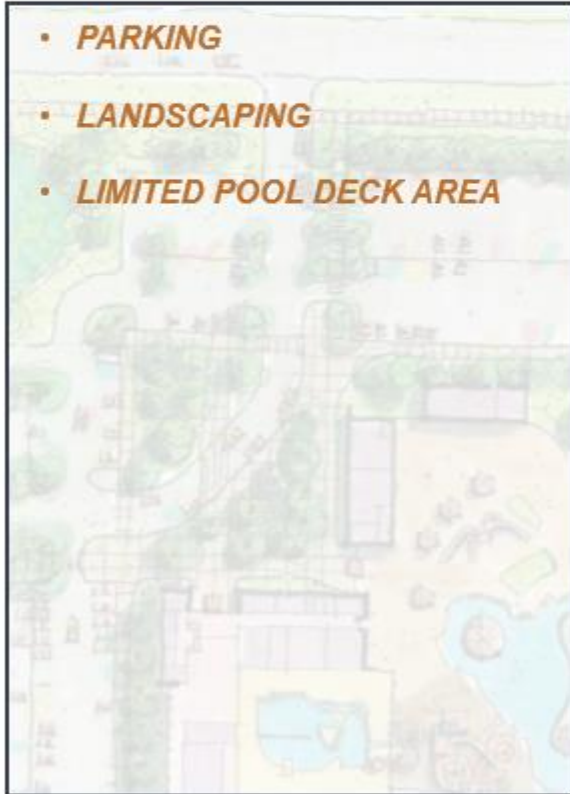
TWO OPTIONS BASED ON COST RANGE - \$3.0 MILLION TO \$6.0 MILLION

AQUATIC FACILITY AMMENITIES – BASE PLAN

APPROXIMATE COST RANGE - **\$3.0 – \$4.0 MILLION**

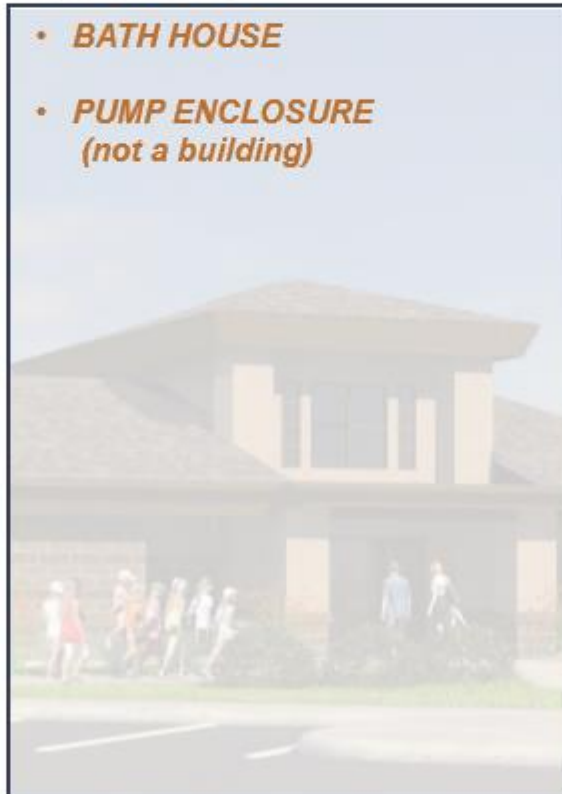
SITE AMMENITIES

- **PARKING**
- **LANDSCAPING**
- **LIMITED POOL DECK AREA**



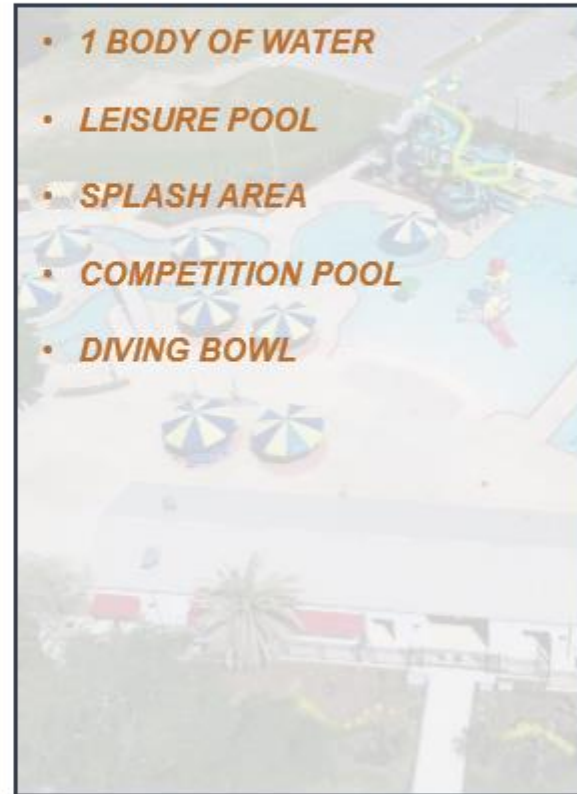
BUILDINGS

- **BATH HOUSE**
- **PUMP ENCLOSURE (not a building)**



AQUATICS

- **1 BODY OF WATER**
- **LEISURE POOL**
- **SPLASH AREA**
- **COMPETITION POOL**
- **DIVING BOWL**



ESTIMATED ANNUAL OPERATIONAL COST - \$300,000 TO \$320,000

AQUATIC FACILITY AMMENITIES – BASE PLAN

APPROXIMATE COST RANGE - **\$3.0 – \$4.0 MILLION**

SITE AMMENITIES

- *POOL PERIMETER FENCING.*
- *GRADING AND DRAINAGE*
- *PARKING (Minimal parking, designed to be expanded)*
- *MINIMAL LANDSCAPING*
- *POOL DECK AND DECK DRAINAGE 10' TO 12' WIDTH OF DECK (Minimal area)*



AQUATIC FACILITY AMMENITIES – BASE PLAN

APPROXIMATE COST RANGE - **\$3.0 – \$4.0 MILLION**

BUILDINGS

- *ARRIVAL AREA*
- *LOBBY*
- *TICKET BOOTH*
- *FAMILY RESTROOM*
- *LIFEGUARD AREA*
- *MEN'S AND WOMEN'S BATHROOMS AND CHANGING, SHOWERS*
- *VENDING AREA*
- *LOCKERS*
- *POOL PUMP ENCLOSURE WITH SHADE AND POOL CHEMICAL, UTILITY, STORAGE ROOMS*



COBRE VALLEY REGIONAL AQUATIC CENTER

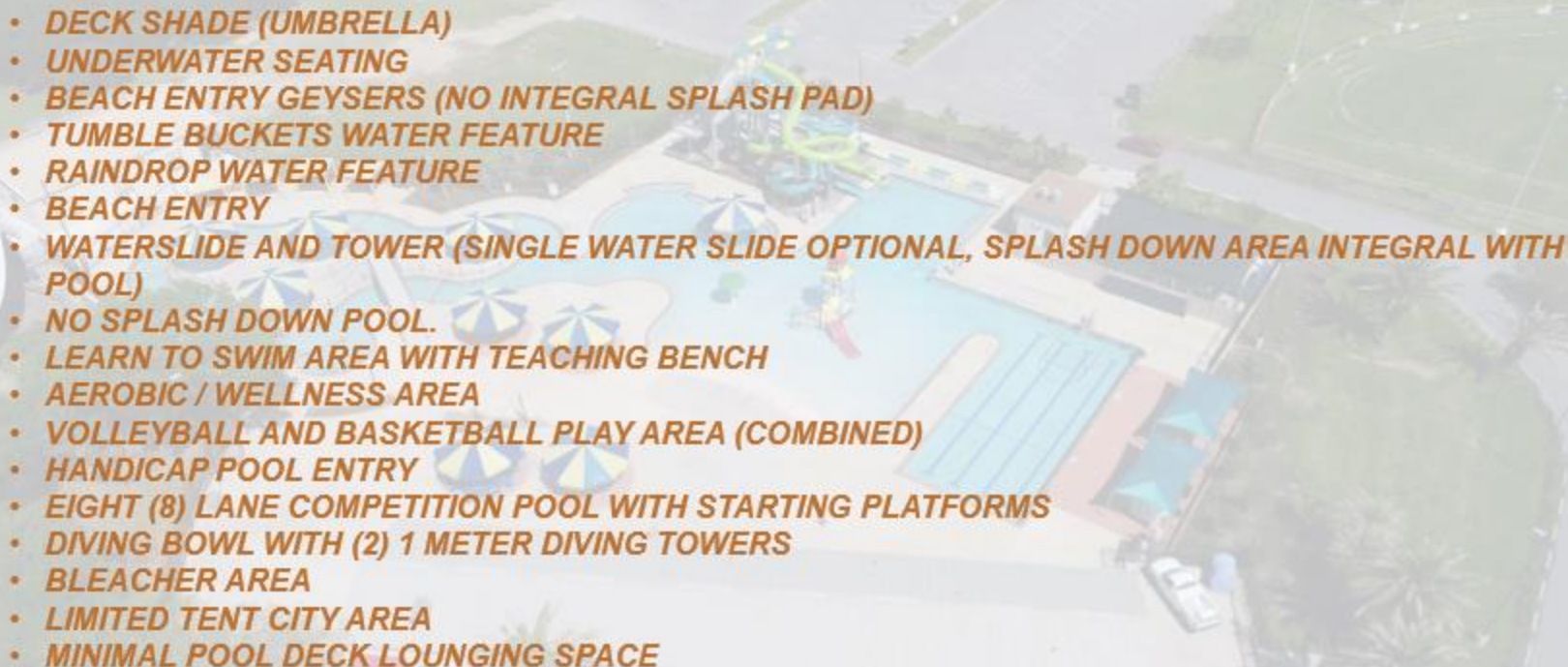


AQUATIC FACILITY AMMENITIES OPTIONS

AQUATIC FACILITY AMMENITIES – BASE PLAN

APPROXIMATE COST RANGE - **\$3.0 – \$4.0 MILLION**

AQUATICS – 1 BODY OF WATER

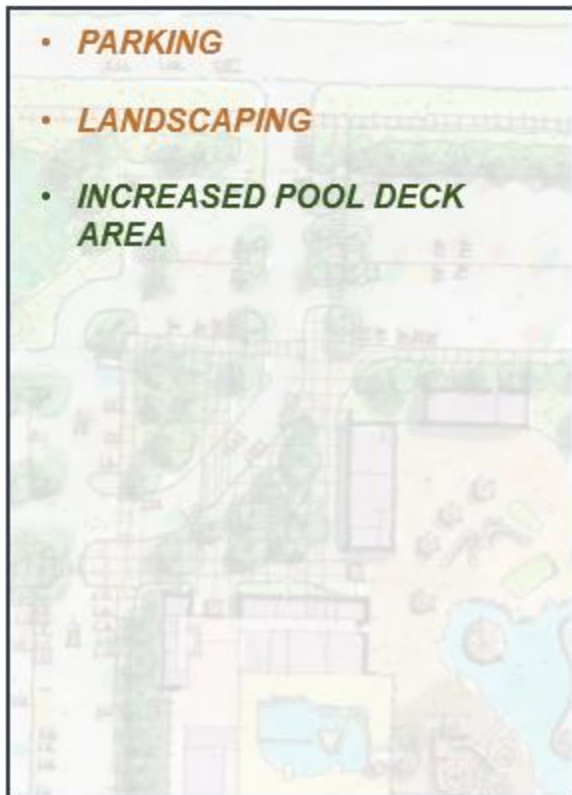
- 
- *DECK SHADE (UMBRELLA)*
 - *UNDERWATER SEATING*
 - *BEACH ENTRY GEYSERS (NO INTEGRAL SPLASH PAD)*
 - *TUMBLE BUCKETS WATER FEATURE*
 - *RAINDROP WATER FEATURE*
 - *BEACH ENTRY*
 - *WATERSLIDE AND TOWER (SINGLE WATER SLIDE OPTIONAL, SPLASH DOWN AREA INTEGRAL WITH POOL)*
 - *NO SPLASH DOWN POOL.*
 - *LEARN TO SWIM AREA WITH TEACHING BENCH*
 - *AEROBIC / WELLNESS AREA*
 - *VOLLEYBALL AND BASKETBALL PLAY AREA (COMBINED)*
 - *HANDICAP POOL ENTRY*
 - *EIGHT (8) LANE COMPETITION POOL WITH STARTING PLATFORMS*
 - *DIVING BOWL WITH (2) 1 METER DIVING TOWERS*
 - *BLEACHER AREA*
 - *LIMITED TENT CITY AREA*
 - *MINIMAL POOL DECK LOUNGING SPACE*

AQUATIC FACILITY AMMENITIES – BASE PLAN PLUS

APPROXIMATE COST RANGE - **\$4.0 – \$5.0 MILLION**

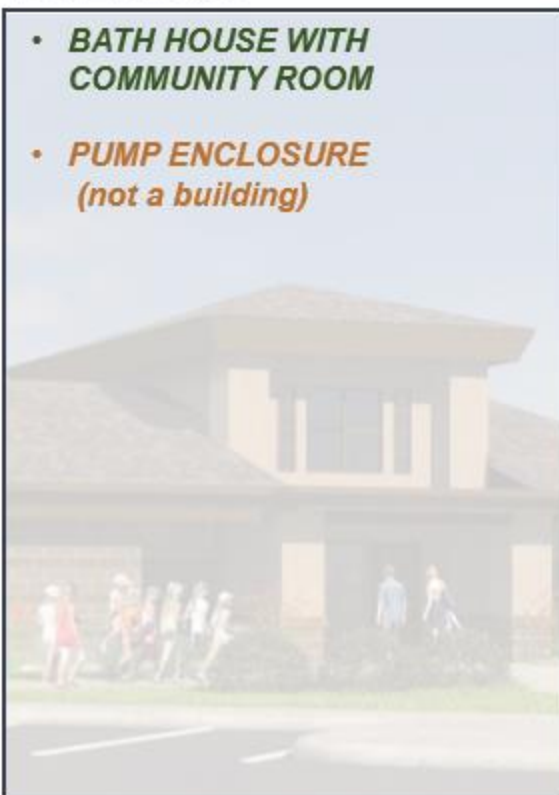
SITE AMMENITIES

- **PARKING**
- **LANDSCAPING**
- **INCREASED POOL DECK AREA**



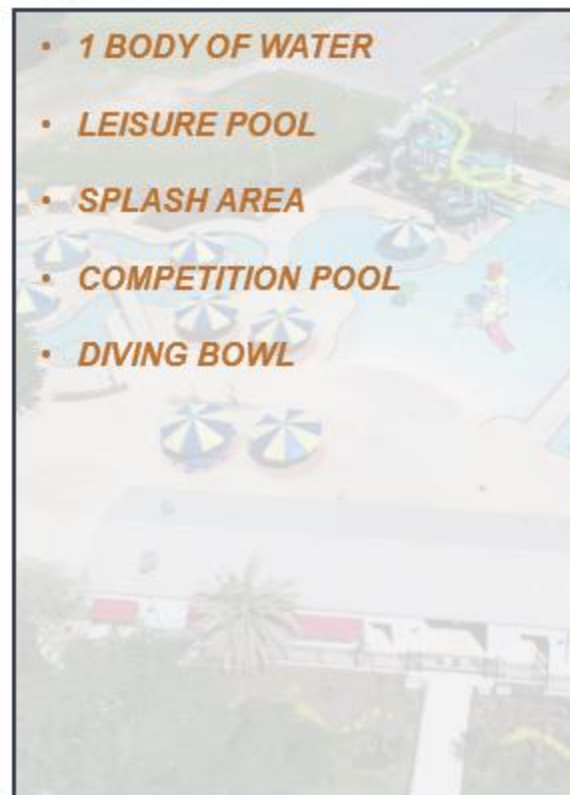
BUILDINGS

- **BATH HOUSE WITH COMMUNITY ROOM**
- **PUMP ENCLOSURE (not a building)**



AQUATICS

- **1 BODY OF WATER**
- **LEISURE POOL**
- **SPLASH AREA**
- **COMPETITION POOL**
- **DIVING BOWL**



ESTIMATED ANNUAL OPERATIONAL COST - \$310,000 TO \$330,000

Land Update

- 1. Currently investigating 6 “Regional” properties.**
- 2. Great consideration for all.**

Also, looking at vehicular access, pedestrian access, compatibility to surroundings, central/regional location, visibility, utilities – water/gas/electric/sewer, constructability, size, drainage.

Purpose

1. To show our communities that we are united for this project.
2. To each carry our share for the betterment of our communities.
3. To move with synergy – “The same energy” – so this project gets done sooner than later.

Operations – Capital – Land:

It's not going to be easy.

That's why it has to be together.



Open Discussion

Thank you.

Cobre Valley Regional Aquatic Center EIN: 81-1019007

Operations, Capital, Land

There are 3 components the Cobre Valley Regional Aquatic Center (CVRAC) is focused on to bring this type of facility to the Globe-Miami region.

- 1. Operations and Maintenance (O & M).** These are the expenses to operate a water recreation facility. These costs include full and part-time personnel, pool chemicals, utilities, maintenance/repair materials, office supplies, janitor supplies, etc. The **O & M Costs** for the type of multi-use, water facility CVRAC would like to see in the Globe-Miami region is **\$283,000** per year. Based on population, the request is to have the City of Globe, Town of Miami, and Gila County (and possibly other entities) to share this cost over the life of the Aquatic Center.
- 2. Capital to Build.** This is the money it would cost to build the facility. CVRAC is looking at a 401,000 gallon pool, 8 competition lanes, zero entry*, 2 slides, diving board, play structure, water spouts at zero entry, boys/girls locker rooms, conference/party room, guard and ticket area, deck bleachers for competition, and shade structures. The **Capital to Build** is estimated at **\$6 Million**. With CVRMC (our medical center) donating **\$1.5 Million** in a **"Challenge Grant"** (matching funds) for construction costs, this could grow to **\$3 Million**, enough to begin PHASE 1 of construction and half way to the total cost of the Aquatic Center. PHASE 2 would be the \$4 Million price point, and PHASE 3 would be just over the \$5 Million price point. The "pooling" of all resources is vital. If other entities contributed, and CVRAC along with our entire region, implemented other strategies for raising the **Capital to Build**, the goal of \$6 Million could be attained.
- 3. Land to Build.** An independent study was conducted 6 years ago regarding the most "regional" area for construction and the most practicable based on the following criteria: vehicular access, pedestrian access, compatibility to surroundings, central location, visibility to site, constructability, size, drainage, and access to utilities (water, sewer, power, gas). The BHP property scored a 56 on this study with the next 2 properties scoring a 46. In November 2020, BHP informed the Aquatic Center committee they had other plans for the site. BHP continues to be great partners in the community with many other projects. Currently the Aquatic Center committee is investigating a few other sites with the obligation that the **Land to**

Build is regional and in a central location between Globe and Miami. This would be an additional capital cost unless the land is donated.

We all need to work together to make this a reality. How can you help?

- **Make a donation.** CVRAC is a tax deductible, 501 (c) (3) organization. EIN: 81-1019007 Checks can be mailed to:

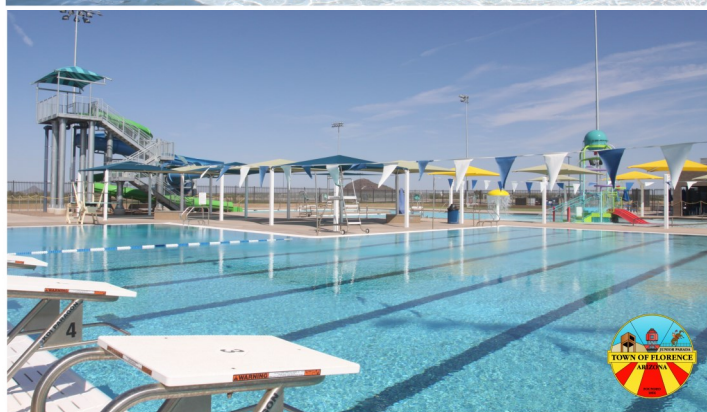
CVRAC
P.O. Box 2640
Claypool, AZ 85532

(Currently working on on-line donations.)

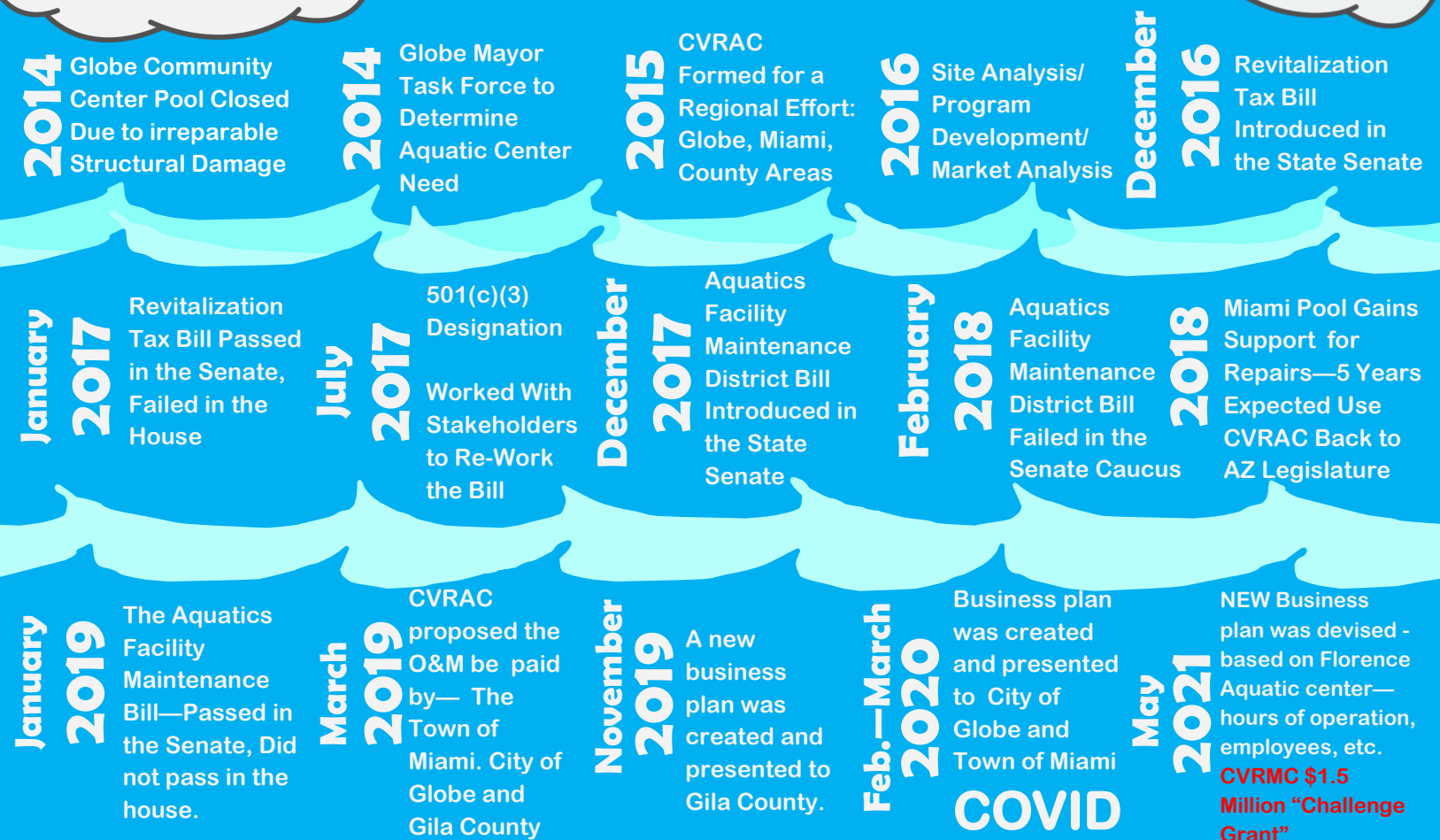
- Join in our effort to help fund raise by sending an e-mail to:

CobreValleyAquatic@gmail.com

***Zero Entry**— Also known as "beach entry" where the water gradually gets deeper. Usually located in the play structure area, this type of entry makes it easy for the elderly and moms with small children to enter the pool.



Timeline of Events



Working Together Gives Us More



Aquatic Centers, with amenities such as zero entry, water features, splash areas, and lap lanes, provide water recreation for all ages. There is something for everyone from toddlers to our senior population. While the swim team is practicing, swim lessons and lifesaving skills, or water aerobics can be taking place in another area of the pool. An aquatic center is oriented to family activities. Family members of different ages are able to participate in water activities in the same facility, at the same time. It will take Globe, Miami, and the County areas of our region to work together to bring this type of amenity to our area.

For more information please call:

Evelyn Vargas (928) 812-9267 or Sherry Dorothy (928) 701-7686

E-Mail: CobreValleyAquatic@gmail.com

Donations can be mailed to:

CVRAC

P.O. Box 2640

Claypool, AZ 85532

(Currently working on on-line donations)

Updated July 21, 2021

UPDATED JULY 26, 2021

Worksheet

and Maintenance Town of
Florence/CVRAC

Operati



To Make a Donation:

CVRAC
P.O. Box 2640
Claypool, AZ 85532
Call: 928-812-9267

The Operations & Maintenance below is based on the Town of Florence Aquatic Center which is open from Memorial Day through Labor Day; 6 days per week; 9-10 hours per day; guards fluctuate depending on volumes, highest volumes are during open swim. Florence has a Parks and Recreation Department that maintains the pool during the off season. School pays for the use for their swim team; water aerobics pays for the use of their time; pool manager; head life guards; standard life guards; liability insurance is carried by the municipality. This is the revenue for the Town of Florence 2018-2019. The Town of Florence has a population of 29,000 which includes the prison population which generates state revenue. General community population is 12,000. There are two aquatic centers in the Town of Florence - One in the Town of Florence and one in the housing development of Anthem. The Town of Florence Aquatic Center is what we are modeling after. With a population of approximately 4,000 living in the Anthem area, who more than likely use the Anthem Aquatic Center, a population of 8,000 would be the number of people served by the Town of Florence Aquatic Center.

Looking at an O & M Budget of \$283,000per year	\$283,000.00	NOTE #1 below - O & M - Memorial Day - Labor Day		
Less revenue	\$50,000.00	NOTE #2 below - With projected numbers from Globe-Miami		
Difference (shortfall)	\$233,000.00			
Applying the Difference (shortfall) to the population of Globe-Miami				
	Population	% of Total Pop.	Contribution to Offset Difference	
Globe	7348	44.7%	\$104,065.40	NOTE #3 below
Miami	2094	12.7%	\$29,656.09	NOTE #4 below
Southern Gila County	7010	42.6%	\$99,278.51	Note #5 below
Others				Note #6 below
TOTALS	16452	100%	\$233,000.00	
Capital to Build Estimated \$6M				
Architect Renderings in Phases 1,2,3		NOTE #7 below		
Cobre Valley Regional Medical Center		\$1,500,000		
Donation from Mickie Nye	\$10,000			
Donation from Anonymous Donor (1)	\$1,000			
Donation from Ken and Evelyn Vargas	\$2,000			
Donation from Anonymous Donor (2)	\$1,000			Note #8 below
Jon Wong and Debbie Yerkovich	\$5,000			
FUNDS ELIGIBLE TO MATCH	\$19,000.00	\$38,000.00		
Campaign to raise capital entire community involved and beyond				
Grants and Foundation Donations				Note #9 below
Naming Rights				
Corporate Sponsorships				
Bond possibility county wide				Note #10 below
FACILITY TOTAL	\$6,000,000	NOTE #11 below		
Land to Build On - Currently Unknown		NOTE #12 below		

NOTE #1 - The Town of Florence pays all the O & M for their Aquatic Center.

NOTE #2 - The Aquatic Center proposed for the region of Globe-Miami would serve just over 16,400. This would increase the revenue amount from \$50,000. A safe estimate (conservative estimate) would be \$70,000 in revenue and these numbers would include \$5,000 liability insurance. With revenue at \$70,000 - Costs for Miami, Globe, County would be:

O & M of \$283000 per year	\$283,000.00			
Add Liability Insurance	\$5,000.00			
Less Revenue	\$70,000.00			
DIFFERENCE OF:	\$218,000.00			
Other Contributions:				
Dairy Queen	\$1,000.00			
Bravo and Bloom	\$1,000.00			
TOTAL DIFFERENCE AFTER OTHER CONTRIBUTIONS	\$216,000.00			
	PROPOSED CONTRIBUTION	CURRENT	NET SAVINGS (Loss)	
44.7% Globe	\$96,552.00	\$120,000.00		\$23,448.00
12.7% Miami	\$27,432.00	\$65,000.00		\$37,568.00
42.6% Gila County	\$92,016.00	\$0.00		(\$92,016.00)
TOTAL	\$216,000.00			

NOTE #3 - With the projected Globe Community Center Rehab project, the City's estimated O & M costs are \$120,000 per year. Roughly \$23,000 more per year (with the Town of Miami and County sharing costs) than this example of an Aquatic Center. (see above Note #2)

NOTE #4 - Miami has been paying approximately \$65,000 per summer to keep the pool going. This would free up approximately \$37,000 of their O & M. This would help them to make other improvements for their community. (see above Note #2)

NOTE #5 - We need Gila County to be a part of the O & M for this to work.

NOTE #6 - We can also look at different entities to help with this cost over the next 25 years which would help defray some of the cost from Globe, Miami, and the County. Mickie Nye of Dairy Queen has already made this offer of \$1,000 per year once it is built.

NOTE #7 - Hidell Architects, TX are designing a center with similar amenities, not the same design as the Town of Florence Aquatic Center. They are designing in phases. Phase 1 at a \$3,000,000 price point; Phase 2 at a \$4,000,000 price point; Phase 3 at a \$5,000,000 price point. The first phase would be the essentials with the ability to add on all the other features as the capital becomes available.

NOTE #8 - Cobre Valley Regional Medical Center (CVRMC) has donated \$1.5 Million in a "Challenge Grant". CVRMC will match dollar for dollar up to \$1.5 Million. The Aquatic Center will be officially fundraising beginning the week of July 19, 2021. CVRMC will invest this money because the health and wellness of the communities of Globe, Miami, and surrounding areas is part of their strategic plan. With today's contributions

NOTE #9 - If the Gila County bond option is a go, the appropriate funds can be used to support economically disadvantaged families for swim passes/lessons/water aerobics, etc.; host community wide events *i.e. 4th of July*; money to fund unexpected equipment failure; purchase additional furniture, etc. It has always been a priority to continue this type of funding under a Foundation for the Aquatic Center.

NOTE #10 - This would require the entire county. This is the part of the plan we will investigate, reaching out to the community of Payson.

NOTE: This would require the entire county. This is the part of the plan we will investigate, reaching out to the community, if anyone. Let's let the population decide.

NOTE #11 - Florence construction was \$4,754,901. Estimated cost today is just under \$6,000,000. Amenities listed below:

AQUATIC CENTER AMENITIES	GLOBE COMMUNITY CENTER	MIAMI HOSTETLER
➤ Gallons: 401,000	Unknown gallons	Unknown gallons
➤ 8 competition lanes	6 lanes, not regulation	6 lanes, not regulation
➤ zero entry	NONE	NONE
➤ 2 slides	NONE	NONE
➤ diving board	NONE	1 diving board
➤ play structure	NONE	NONE
➤ water spouts at zero entry	Maybe a splash pad	NONE
➤ boys/girls locker rooms	boys/girls locker rooms	boys/girls locker rooms
➤ conference/party room	NONE	NONE
➤ guard and ticket area	guard and ticket area	guard and ticket area
➤ deck bleachers for competition	NONE	NONE

NOTE #12 - Currently CVRAC is investigating 6 different "regional" possible properties. The following criteria for the land is vehicular access, pedestrian access, compatibility to surroundings, central/regional location, visibility, utilities - water/gas/electric/sewer, constructability, size, drainage.

NOTE: *This spreadsheet is subject to some adjustments according to more information gathered.*

Cobre Valley Regional Aquatic Facility



AQUATIC FACILITY AMMENITIES OPTIONS



PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC. & H2O DESIGNS

COBRE VALLEY REGIONAL AQUATIC CENTER

AQUATIC FACILITY AMMENITIES OPTIONS



AQUATIC FACILITY COMPONENTS

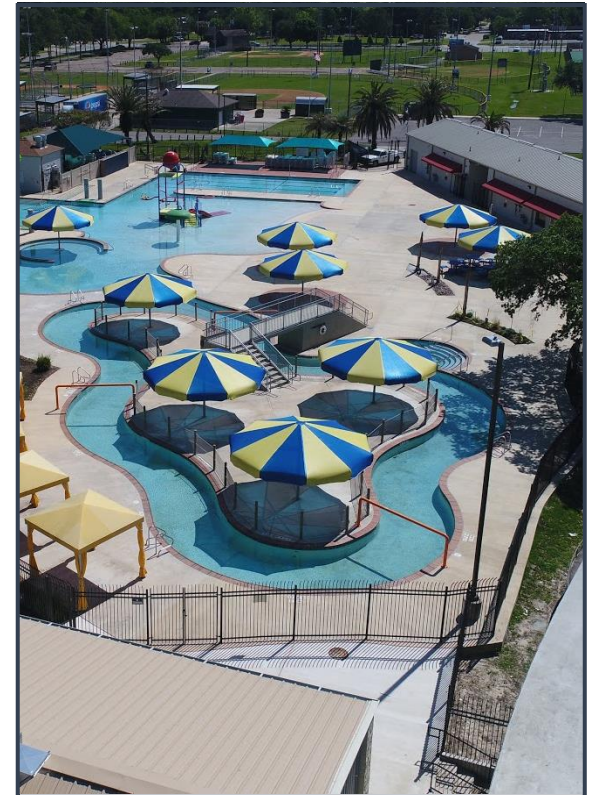
SITE AMMENITIES



BUILDINGS



AQUATICS



TWO OPTIONS BASED ON COST RANGE - \$3.0 MILLION TO \$6.0 MILLION

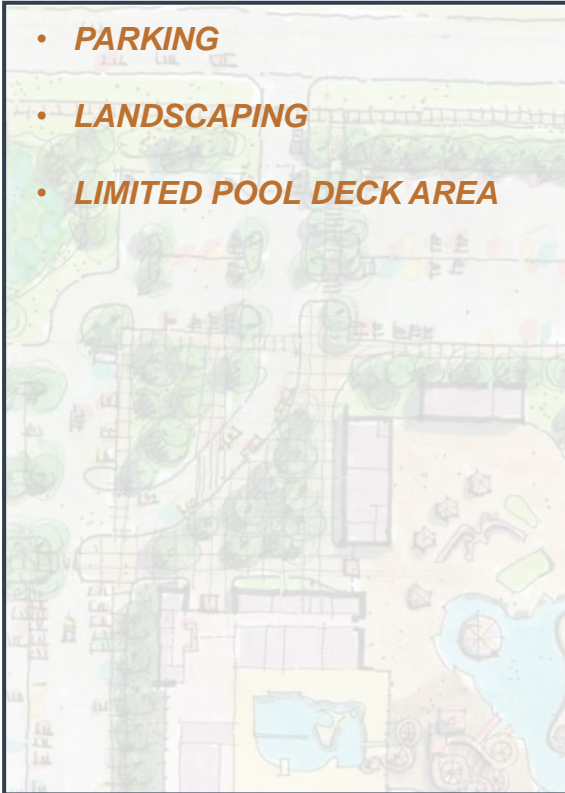


AQUATIC FACILITY AMMENITIES – BASE PLAN

APPROXIMATE COST RANGE - **\$3.0 – \$4.0 MILLION**

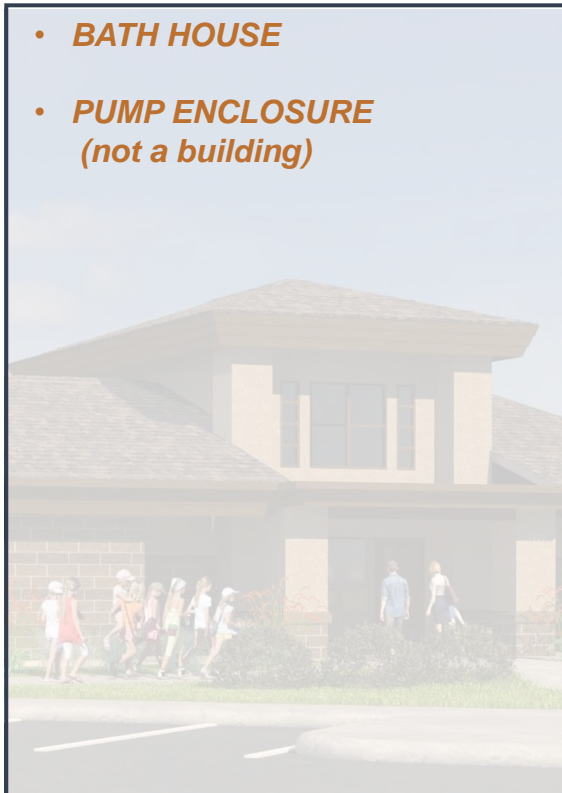
SITE AMMENITIES

- **PARKING**
- **LANDSCAPING**
- **LIMITED POOL DECK AREA**



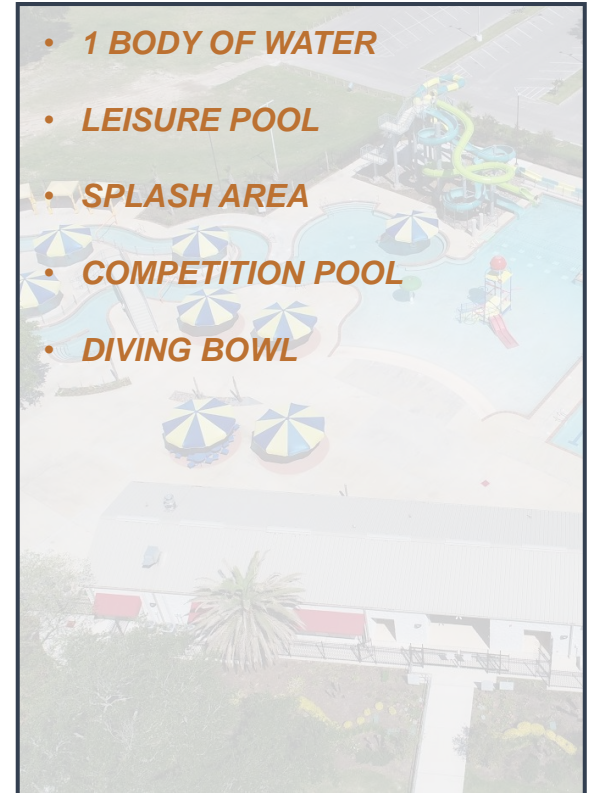
BUILDINGS

- **BATH HOUSE**
- **PUMP ENCLOSURE (not a building)**



AQUATICS

- **1 BODY OF WATER**
- **LEISURE POOL**
- **SPLASH AREA**
- **COMPETITION POOL**
- **DIVING BOWL**



ESTIMATED ANNUAL OPERATIONAL COST - \$300,000 TO \$320,000

AQUATIC FACILITY AMMENITIES – BASE PLAN

APPROXIMATE COST RANGE - **\$3.0 – \$4.0 MILLION**

SITE AMMENITIES

- *POOL PERIMETER FENCING.*
- *GRADING AND DRAINAGE*
- *PARKING (Minimal parking, designed to be expanded)*
- *MINIMAL LANDSCAPING*
- *POOL DECK AND DECK DRAINAGE 10' TO 12' WIDTH OF DECK (Minimal area)*





AQUATIC FACILITY AMMENITIES – BASE PLAN

APPROXIMATE COST RANGE - **\$3.0 – \$4.0 MILLION**

BUILDINGS

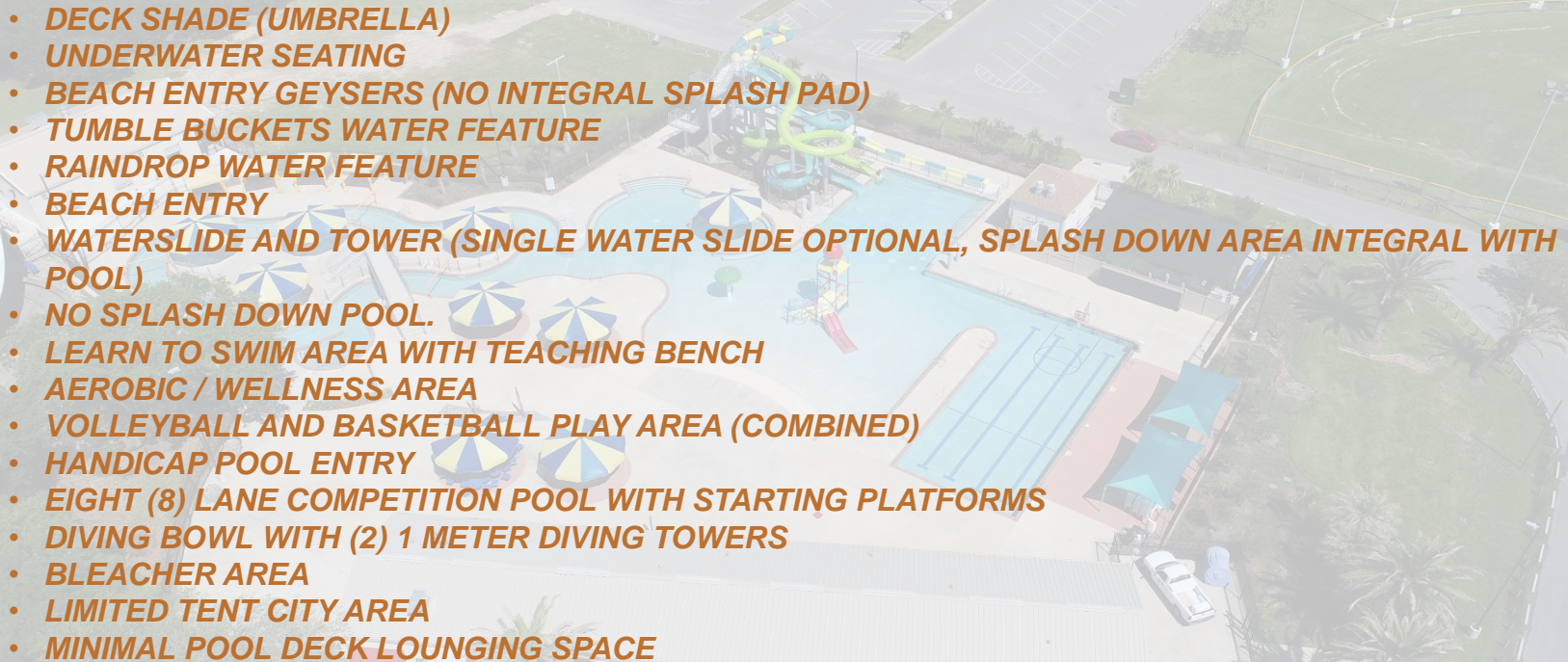
- *ARRIVAL AREA*
- *LOBBY*
- *TICKET BOOTH*
- *FAMILY RESTROOM*
- *LIFEGUARD AREA*
- *MEN'S AND WOMEN'S BATHROOMS AND CHANGING, SHOWERS*
- *VENDING AREA*
- *LOCKERS*
- *POOL PUMP ENCLOSURE WITH SHADE AND POOL CHEMICAL, UTILITY, STORAGE ROOMS*



AQUATIC FACILITY AMMENITIES – BASE PLAN

APPROXIMATE COST RANGE - **\$3.0 – \$4.0 MILLION**

AQUATICS – 1 BODY OF WATER

- 
- *DECK SHADE (UMBRELLA)*
 - *UNDERWATER SEATING*
 - *BEACH ENTRY GEYSERS (NO INTEGRAL SPLASH PAD)*
 - *TUMBLE BUCKETS WATER FEATURE*
 - *RAINDROP WATER FEATURE*
 - *BEACH ENTRY*
 - *WATERSLIDE AND TOWER (SINGLE WATER SLIDE OPTIONAL, SPLASH DOWN AREA INTEGRAL WITH POOL)*
 - *NO SPLASH DOWN POOL.*
 - *LEARN TO SWIM AREA WITH TEACHING BENCH*
 - *AEROBIC / WELLNESS AREA*
 - *VOLLEYBALL AND BASKETBALL PLAY AREA (COMBINED)*
 - *HANDICAP POOL ENTRY*
 - *EIGHT (8) LANE COMPETITION POOL WITH STARTING PLATFORMS*
 - *DIVING BOWL WITH (2) 1 METER DIVING TOWERS*
 - *BLEACHER AREA*
 - *LIMITED TENT CITY AREA*
 - *MINIMAL POOL DECK LOUNGING SPACE*



AQUATIC FACILITY AMMENITIES – BASE PLAN PLUS

APPROXIMATE COST RANGE - **\$4.0 – \$5.0 MILLION**

SITE AMMENITIES

- **PARKING**
- **LANDSCAPING**
- **INCREASED POOL DECK AREA**

BUILDINGS

- **BATH HOUSE WITH COMMUNITY ROOM**
- **PUMP ENCLOSURE (not a building)**

AQUATICS

- **1 BODY OF WATER**
- **LEISURE POOL**
- **SPLASH AREA**
- **COMPETITION POOL**
- **DIVING BOWL**

ESTIMATED ANNUAL OPERATIONAL COST - \$310,000 TO \$330,000

COBRE VALLEY REGIONAL AQUATIC CENTER

AQUATIC FACILITY AMMENITIES OPTIONS



AQUATIC FACILITY AMMENITIES – ULTIMATE MASTERPLAN

APPROXIMATE COST RANGE - **\$5.0 – \$6.0 MILLION**

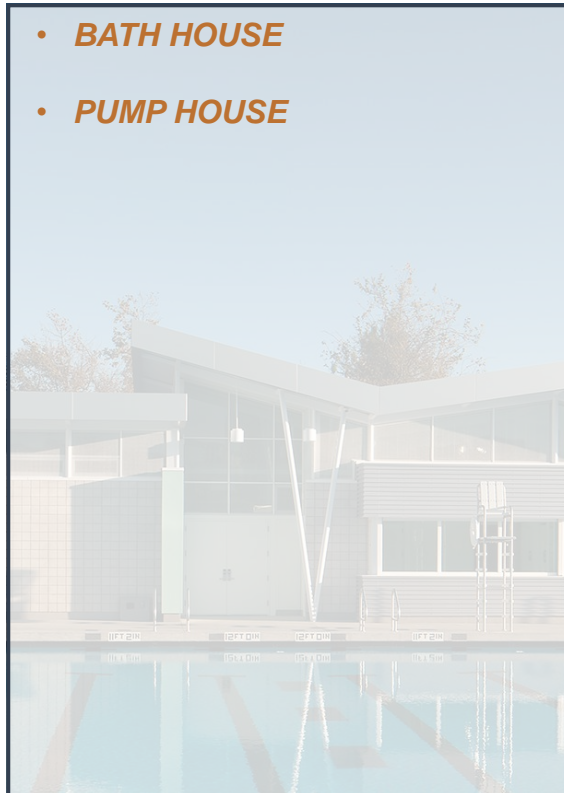
SITE AMMENITIES

- **PARKING**
- **LANDSCAPING**



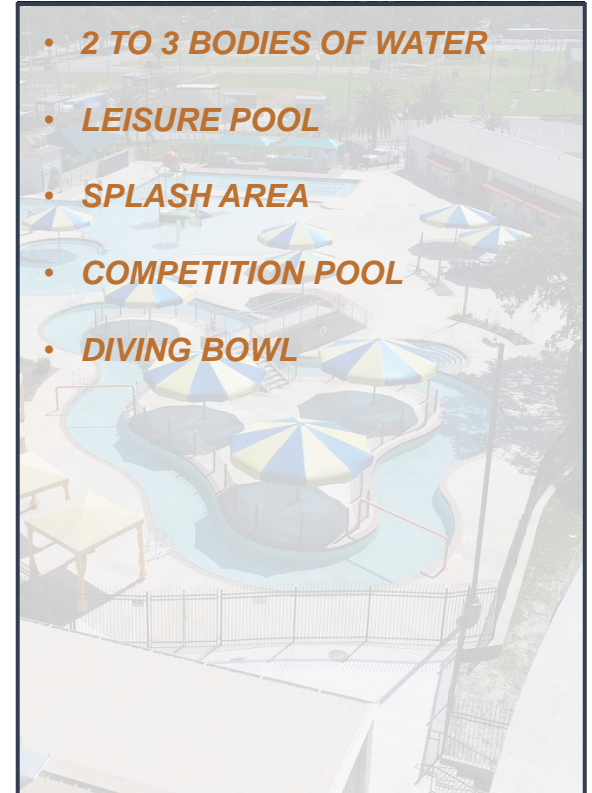
BUILDINGS

- **BATH HOUSE**
- **PUMP HOUSE**



AQUATICS

- **2 TO 3 BODIES OF WATER**
- **LEISURE POOL**
- **SPLASH AREA**
- **COMPETITION POOL**
- **DIVING BOWL**



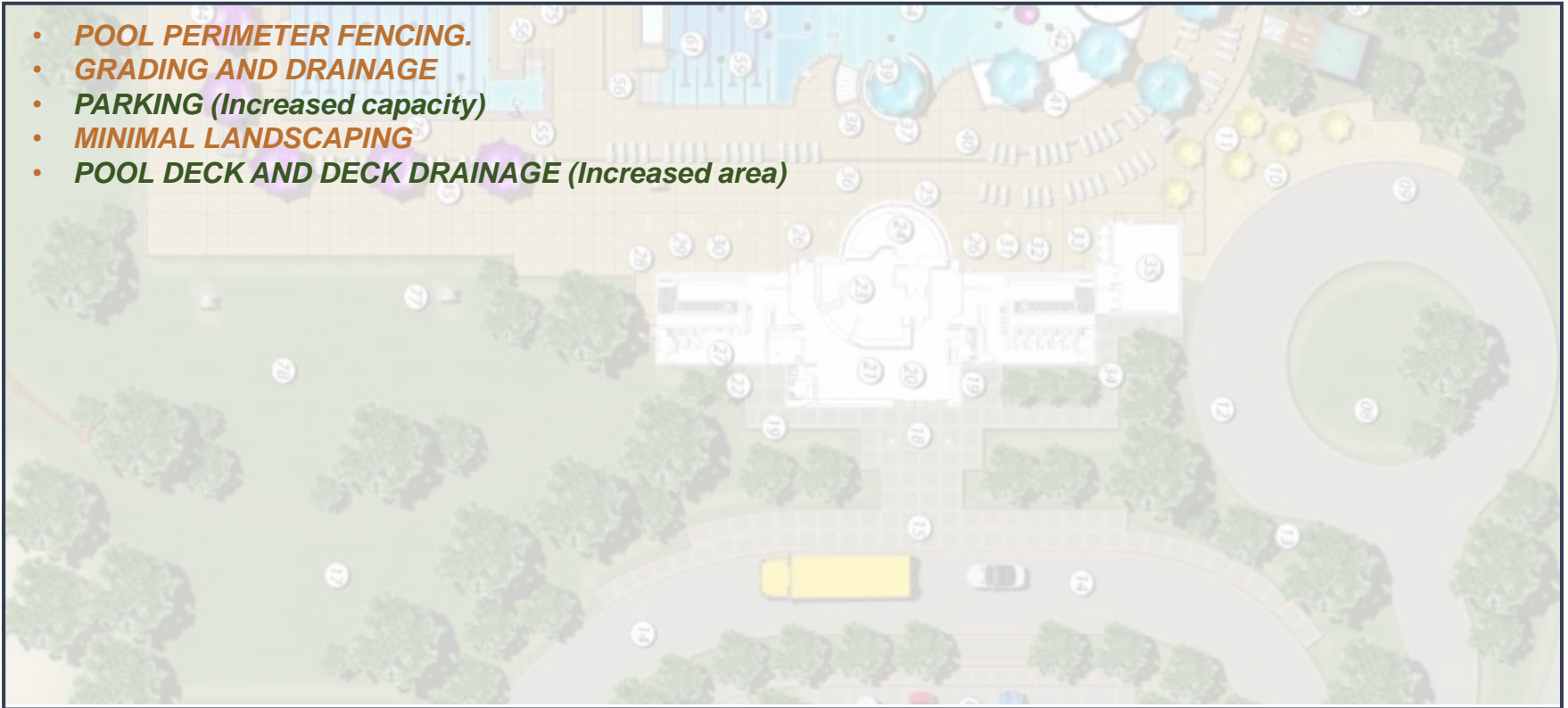
ESTIMATED ANNUAL OPERATIONAL COST - \$340,000 TO \$360,000

AQUATIC FACILITY AMMENITIES – ULTIMATE MASTERPLAN

APPROXIMATE COST RANGE - **\$5.0 – \$6.0 MILLION**

SITE AMMENITIES

- **POOL PERIMETER FENCING.**
- **GRADING AND DRAINAGE**
- **PARKING** (*Increased capacity*)
- **MINIMAL LANDSCAPING**
- **POOL DECK AND DECK DRAINAGE** (*Increased area*)

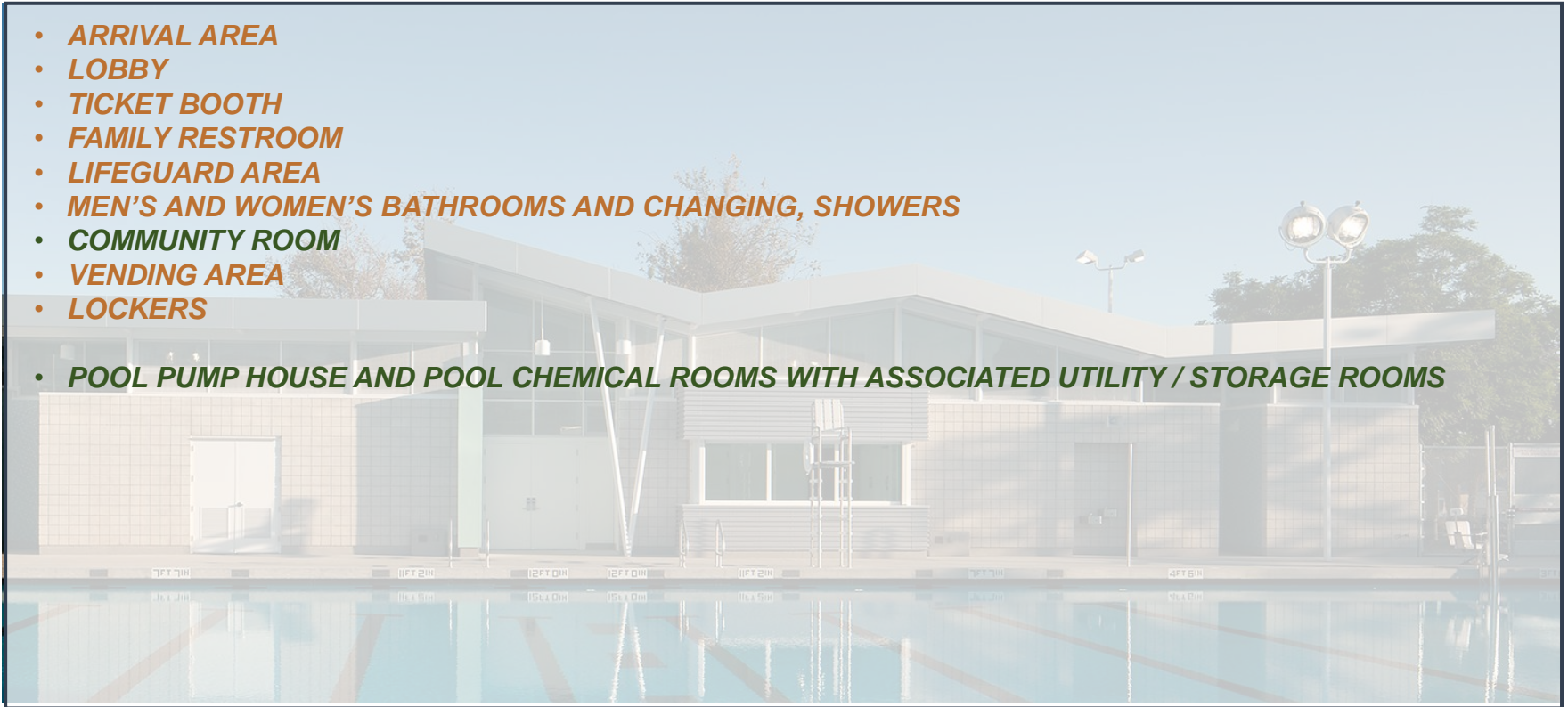


AQUATIC FACILITY AMMENITIES – ULTIMATE MASTERPLAN

APPROXIMATE COST RANGE - **\$5.0 – \$6.0 MILLION**

BUILDINGS

- *ARRIVAL AREA*
- *LOBBY*
- *TICKET BOOTH*
- *FAMILY RESTROOM*
- *LIFEGUARD AREA*
- *MEN'S AND WOMEN'S BATHROOMS AND CHANGING, SHOWERS*
- *COMMUNITY ROOM*
- *VENDING AREA*
- *LOCKERS*
- *POOL PUMP HOUSE AND POOL CHEMICAL ROOMS WITH ASSOCIATED UTILITY / STORAGE ROOMS*





AQUATIC FACILITY AMMENITIES – ULTIMATE MASTERPLAN

APPROXIMATE COST RANGE - **\$5.0 – \$6.0 MILLION**

AQUATICS – 2 TO 3 BODIES OF WATER

LESIURE POOL (BODY OF WATER NO 1)

- **DECK SHADE (UMBRELLA)**
- **UNDERWATER SEATING**
- **BEACH ENTRY GEYSERS OR INTEGRAL SPLASH PAD**
- **TUMBLE BUCKETS WATER FEATURE**
- **MEDIUM SIZE AQUATIC PLAY UNIT (APU)**
- **RAINDROP WATER FEATURE**
- **BEACH ENTRY**
- **WATERSLIDE AND TOWER (DUAL WATER SLIDES)**
- **SPLASH DOWN POOL**
- **LEARN TO SWIM AREA WITH TEACHING BENCH**
- **AEROBIC / WELLNESS AREA**
- **VOLLEYBALL PLAY AREA (Separate from Basketball Area)**
- **BASKETBALL PLAY AREA (Separate from Volleyball Area)**
- **HANDICAP POOL ENTRY**

COMPETITION POOL (BODY OF WATER NO 2)

- **(8) LANE COMPETITION POOL WITH STARTING PLATFORMS**
- **DIVING BOWL WITH (2) 1 METER DIVING TOWERS**
- **BLEACHER AREA**
- **TENT CITY LANDSCAPE AREA FOR COMPETITIONS**
- **POOL DECK LOUNGING SPACE**

ARF-6795

Regular Agenda Item 4. C.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Roy Sandoval, School Superintendent

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

Fiscal Year: FY21, FY22, FY23 Budgeted?: Yes

Contract Dates July 1, 2020 - June Grant?: No

Begin & End: 30, 2023

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Agreement for E-Rate Services between Gila County Information Education Technology Consortium on behalf of Gila County through the Gila County Schools Superintendent and the Gila County Library District and Yavapai County through the Yavapai County School Superintendent.

Background Information

The Gila County School Superintendent's office and the Gila County Library District formed the Gila County Information Education Technology Consortium in December 2018 for the purpose of obtaining an E-Rate Grant from the Universal Service Administrative Company (USAC) Schools and Library Division (SLD) for Construction and Service to bring high-speed internet services to the schools and libraries in Gila County. The construction and service grant was awarded in May 2020. In July 2020, the Gila County School Superintendent and the Gila County Librarian on behalf of the GCIET Consortium reached out to Frank Vander Horst with the Yavapai County School Superintendent's Office to assist with providing expertise, oversight, and project management for the construction and ongoing service related to this project. Since that time, the Yavapai County School Superintendent's Office learned that they were not able to contract with the Consortium and that the agreement would need to be between the respective counties (Yavapai and Gila).

As a part of this agreement, the Gila County Board of Supervisors as that body, as well as in their capacity as the Library District Board of Directors

need to approve this agreement for federal E-Rate purposes.

In addition, the Gila County School Superintendent and the Gila County Librarian need to be authorized to sign the additional Letter of Agency, to act on behalf of the County and the respective Superintendent's Office and Library District to participate with and Yavapai County School Superintendent for the procurement of affordable internet access and related equipment, and authorize the submission of various Federal Communications Commission (FCC) forms for E-Rate services for USAC.

Evaluation

The Yavapai School Superintendent's Office and their employee Frank Vander Horst have extensive experience with E-Rate Construction projects as well as with the service portion of E-Rate. He is very knowledgeable of the processes, procedures, and deadlines related to the ongoing provision of E-Rate services to such a large group of individual entities. In the past year, he has provided invaluable assistance in keeping the project on track.

Conclusion

The Yavapai School Superintendent's Office has the experience and expertise to assist the Gila County Information Education Technology Consortium in keeping the E-Rate project on track and ensuring that all federal deadlines and reporting requirements are met. The agreement benefits the Consortium and formalized the arrangements that are currently in place.

Recommendation

Staff recommends approval of the agreement along with authorizing the Gila County School Superintendent to sign the companion Letter of Agency.

Suggested Motion

Information/Discussion/Action to approve the Agreement for E-Rate Services between Gila County Information Education Technology Consortium on behalf of Gila County through the Gila County School Superintendent and Gila County Library District and Yavapai County through the Yavapai County School Superintendent for a term of three years effective July 1, 2020, through June 30, 2023, at a rate of \$5,000 per year; authorize the Chairman's signature on the Agreement; and authorize the Gila County School Superintendent to sign the Letter of Agency. **(Roy Sandoval/Jacque Sanders)**

Attachments

Agreement for E-Rate Services

**AGREEMENT FOR E-RATE SERVICES
BETWEEN
GILA COUNTY INFORMATION EDUCATION TECHNOLOGY CONSORTIUM
ON BEHALF OF GILA COUNTY THROUGH THE GILA COUNTY SCHOOL
SUPERINTENDENT AND THE GILA COUNTY LIBRARY DISTRICT
AND
YAVAPAI COUNTY THROUGH THE YAVAPAI COUNTY SCHOOL SUPERINTENDENT**

This Agreement for E-Rate Services (hereinafter referred to as this "Agreement") is made and entered into by and between Gila County Information Education Technology Consortium on behalf of Gila County through the Gila County School Superintendent and the Gila County Library District (hereinafter referred to as "Consortium") and Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as "YCSS"). Consortium and YCSS may each be referred individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Universal Service Administrative Company (USAC) Schools and Library Division (SLD) Program, commonly known as "E-Rate Services," provides discounts of up to 90% to assist most schools and libraries in the United States to obtain affordable telecommunications and internet access; and,

WHEREAS, Consortium is authorized to enter into this Agreement with YCSS for consulting about and assistance with E-Rate Services and service programs, pursuant to A.R.S. §§ 11-201, 15-365, 15-1261, and/or 18-402(E); and,

WHEREAS, Consortium wishes to retain YCSS to provide consulting about and assistance with E-Rate Services; and,

WHEREAS, YCSS may provide assistance to Consortium for technology to improve student performance programs pursuant to A.R.S. § 15-302(A)(11); and,

WHEREAS, YCSS may establish service programs and Consortium may participate in service programs established pursuant to A.R.S. § 15-365; and,

WHEREAS, YCSS wishes to assist school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools and tribal schools with the paperwork necessary to comply with applicable regulations to obtain available E-Rate Services; and,

WHEREAS, The E-Rate Services provided by YCSS are intended to support and enhance student achievement by assisting and guiding Consortium to plan, procure, and implement essential technology needs and assets.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consortium and YCSS, intending to become legally bound, agree as follows:

1. Duration/Term. This Agreement's term is for 3 years and shall be effective from July 1, 2020, through June 30, 2023 ("FY 2020-23").

2. Termination.

2.1 Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the Parties.

2.2 Termination for Convenience/Termination Without Cause. Either Party may terminate this Agreement with thirty (30) days written notice specifying the termination date.

2.3 Termination for Breach. In the event of a material breach, default, or violation of any term or condition of this Agreement by any Party, the Party claiming breach shall provide written notice to the breaching Party and said notice shall set forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the breaching Party's receipt of notice, this Agreement shall terminate, at the option of the Party alleging such breach.

2.4 Immediate Termination by YCSS. This Agreement may be terminated prior to its expiration, at the election of YCSS, without penalty or prejudice to YCSS, immediately upon written notice by YCSS to Consortium upon the occurrence of the following events:

2.4.1 Governmental emergency action that lasts for more than fourteen (14) days that makes it impracticable for YCSS to perform its obligations under this Agreement;

2.4.2 Changes to applicable laws and regulations that make it impracticable for YCSS to perform its obligations under this Agreement; or

2.4.3 Any event or action that makes it impracticable for YCSS to perform its obligations under this Agreement.

2.5 Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

2.6 Any termination or cancellation of this Agreement shall not relieve the Parties of their responsibility for costs incurred prior to the effective date of the termination.

3. Scope of Work and Duties and Services Provided by YCSS. Under this Agreement, YCSS shall provide the following services to Consortium:

- 3.1 YCSS shall consult with and guide Consortium on Consortium's E-Rate application for FY 2020-21, FY 2021-22, and FY 2022-23.
- 3.2 YCSS shall provide Consortium with information on and assistance with the E-Rate process and share technical advice on related services and equipment.
- 3.3 With respect to E-Rate Services procurement, YCSS shall:
 - 3.3.1 Prepare bid documents and contract documents necessary to procure and contract for E-Rate Services;
 - 3.3.2 Assist Consortium in publishing the call for bids;
 - 3.3.3 Assist Consortium with compliance with federal and state procurement regulations; and
 - 3.3.4 Assist Consortium in scoring and evaluating all bids received.
- 3.4 YCSS shall assist Consortium in filing, which may include the YCSS filing the forms on behalf of Consortium, the following E-Rate forms: Form 470, 471, 472 (BEAR), 486, and any necessary extension letters, appeals, and/or other related forms.
- 3.5 YCSS shall assist Consortium with Program Integrity Assurance (PIA) review of Federal Communications Commission (FCC) forms filed by Consortium.
- 3.6 YCSS shall assist Consortium with its determination on reasonable means and methods to obtain the maximum E-Rate discount allowed in accordance with governing rules and regulations.
- 3.7 YCSS shall assist Consortium with its determination on reasonable means and methods to reduce and minimize costs for both E-Rate eligible and ineligible services.
- 3.8 YCSS shall perform all other reasonable, customary, and lawful E-Rate tasks to assist Consortium during this Agreement's term, including submission of forms online or signing forms as needed.
- 3.9 YCSS makes no promises or guarantees to Consortium with respect to available E-Rate Services and any discounts and/or reimbursements payable to Consortium. If the FCC

and/or SLD requests any adjustments from Consortium and/or requests any adjustments to any discounts and/or reimbursements made to Consortium, such adjustments are the sole responsibility of Consortium.

4. Services Not Provided By YCSS.

4.1 YCSS shall not be responsible for any information provided to SLD whether provided directly by Consortium or whether provided by YCSS on behalf of Consortium.

4.2 YCSS shall not select the final E-Rate vendor or advise Consortium which vendor to select.

4.3 YCSS shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.

5. Scope of Work and Duties and Warranties Provided by Consortium. Under this Agreement, Consortium shall provide the following duties and warranties to YCSS:

5.1 Consortium shall provide all information reasonably requested by YCSS in a timely manner.

5.2 Consortium shall designate a responsible, authorized person to:

5.2.1 Serve as a point of contact for SLD under the direction of the FCC;

5.2.2 Review all E-Rate Forms; and

5.2.3 Coordinate and cooperate with YCSS on all matters relating to E-Rate Services under this Agreement.

5.3 Consortium shall fully comply with all E-Rate rules and regulations and all other applicable federal and state laws, including the obligation to certify the representations in and execute the Letter of Agency form attached as Exhibit 1 and incorporated by reference herein. Consortium certifies and warrants all information provided to YCSS and certifies and warrants all information provided to the FCC and/or SLD whether provided directly by Consortium or whether provided by YCSS on behalf of Consortium.

5.4 Consortium acknowledges and agrees that if the FCC and/or SLD requests any adjustments from Consortium and/or requests any adjustments to any discounts and/or reimbursements made to Consortium, such adjustments are the sole responsibility of Consortium.

5.5 Consortium shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.

- 6. Payment and Consideration.** Within thirty (30) days after YCSS invoices Consortium, Consortium shall pay YCSS the invoiced amount for all services provided under this Agreement not to exceed the following:

\$5,000.00 for FY 2020-21.

\$5,000.00 for FY 2021-22.

\$5,000.00 for FY 2022-23.

- 7. Non-appropriation of Funds.** The Parties recognize and acknowledge that YCSS and Consortium are governmental entities and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of YCSS' or Consortium's obligations under this Agreement, then YCSS or Consortium, as appropriate, shall notify the other Party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to YCSS or Consortium, except that the Parties are still responsible for their obligations and costs of goods or services actually provided prior to the effective date of the expiration or cancellation of this Agreement. If YCSS' or Consortium's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation, except that the Parties are still responsible their obligations and costs of goods or services actually provided prior to the effective date of the expiration or cancellation of this Agreement.
- 8. Force Majeure.** Except for the duty to pay contracted prices for goods or services actually provided, neither Party shall be liable in any manner for any delay or failure that last longer than thirty (30) days to perform its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement.
- 9. Insurance.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.

10. Indemnification. To the fullest extent permitted by law, Consortium (as “Indemnitor”) hereby agrees to defend, indemnify, and hold harmless YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager (hereinafter collectively referred to as “Indemnatee”) without limitation from and against any and all claims, actions, damages, losses, liabilities, fees, fines, or expenses (including, but not limited to, attorney fees, court costs, and costs of claim processing, investigation, litigation, and appellate proceedings) (hereinafter referred to as “CLAIMS”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Consortium or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of Consortium to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Consortium will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Consortium shall not be obligated to defend Indemnatee against any Claims or indemnify Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission of Consortium or anyone directly or indirectly employed by Consortium or anyone for whose acts Consortium may be liable. Consortium agrees to waive all rights of subrogation against the YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager. This indemnification shall survive the termination of this Agreement.

Any insurance, its limits, amount, and type required herein to be maintained by Consortium shall in no way be construed as limiting the scope of this Indemnity.

11. Limitation of Liability. To the fullest extent permitted by law, Consortium agrees that the liability of YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager in connection with services hereunder to Consortium and to all persons having contractual relationships with them, for all causes of action, including, but not limited to, breach of contract and tort, including any negligent act, errors and/or omissions of YCSS, its departments, officers, officials, agents, and/or employees is limited to the total fees actually paid by Consortium to YCSS for services rendered by YCSS under this Agreement.

12. Retention and Inspection of Records. Each Party shall make, and shall contractually require each subcontractor to make, all books, accounts, reports, files, and other records relating to the performance of this Agreement open to inspection and audit at reasonable times during regular business hours. Each Party shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files, and other records relating to the performance of this Agreement for a period of ten (10) years after termination of this Agreement, pursuant to 47 C.F.R. § 54.516.

13. Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the

U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to Consortium to:

Gila County Information Education Technology Consortium
Attn: Roy Sandoval
1400 East Ash Street
Globe, AZ 85501

If to YCSS to:

Tim Carter, Yavapai County School Superintendent
2970 Centerpointe East Drive
Prescott, AZ 86301

The Parties shall have the right from time to time to change the place notice is to be given in accordance with this paragraph by written notice thereof to the other Party.

- 14. Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
- 15. Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consortium or YCSS. This Agreement is not intended to benefit any third party.
- 16. Assignment.** No Party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 17. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
- 18. Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
- 19. Non-discrimination.** The Parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which

mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

- 20. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 21. Workers’ Compensation.** For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 22. Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 23. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
- 24. Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Agreement shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Yavapai County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Agreement. Any changes in the governing laws, rules, and regulations that do not materially affect Contractor’s obligations under this Agreement during the Term of this Agreement will apply but will not require an Amendment.
- 25. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of

which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If Consortium and YCSS are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party.

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

27. Severability/Unenforceable Provisions. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

28. Waiver. A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

29. Parol Evidence. This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

30. Headings and Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association.

31. Fair Meaning. This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

32. Entire Agreement. This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

33. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

34. Legal Agreement. This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

Consortium: Gila County Information Education Technology Consortium on behalf of Gila County through the Gila County School Superintendent and the Gila County Library District

APPROVED BY: Gila County Board of Supervisors

Tim Humphrey, Chairman of the Board

Date: _____

ATTEST:

Marian Sheppard, Clerk of the Board

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted

under the laws of the State of Arizona to Gila County.

Deputy Gila County Attorney

Date: _____

APPROVED BY: Gila County Library District Board of Directors

Chairman, Board of Directors

Date: _____

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to Gila County Library District.

Deputy Gila County Attorney

Date: _____

YCSS: Yavapai County through the Yavapai County School Superintendent

Tim Carter
Yavapai County School Superintendent

Date: _____

APPROVED BY:

Craig L. Brown, Chairman
Yavapai County Board of Supervisors

Date: _____

ATTEST:

Kim Kapin, Clerk of the Board
Yavapai County Board of Supervisors

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to YCSS.

Joy L. Biedermann
Deputy Yavapai County Attorney

Date: _____

EXHIBIT 1
Letter of Agency

This confirms Gila County Information Education Technology Consortium's on behalf of Gila County through the Gila County School Superintendent's and the Gila County Library District's (hereinafter referred to as "Consortium") participation with and representation by Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as "YCSS") for procurement of affordable telecommunications and/or Internet access, and related equipment. The undersigned hereby authorize YCSS to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on Consortium's behalf.

The undersigned understand that, in submitting these forms on Consortium's behalf, YCSS is making the certifications for Consortium. By signing this Letter of Agency, each of the undersigned make the following certifications:

- (a) I certify that all schools and libraries in the Consortium are libraries or schools under the statutory definitions of libraries or elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and does not have endowments exceeding \$50 million.
- (b) I certify that Consortium has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that the services the Consortium purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500 *et seq.*
- (d) I certify that Consortium has complied with all program rules, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (f) I certify that I will retain required documents for a period of at least TEN (10) years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statutes and Commission rules regarding the application

for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

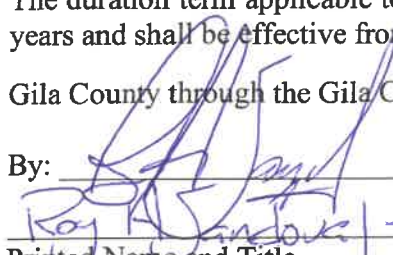
- (g) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone, and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to YCSS for E-rate submission is true.

The duration term applicable to this Letter of Agency, as agreed upon in the Agreement, is for 3 years and shall be effective from July 1, 2020, through June 30, 2023 ("FY 2020-23").

Gila County through the Gila County School Superintendent:

By: _____

Date: _____


Printed Name and Title

Ray A. Sanders - Gila County School Superintendent

Gila County Library District:

By: _____

Date: _____


Printed Name and Title

JACQUE SANDERS - Gila County Librarian

ARF-6796

Regular Agenda Item 4. D.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

Fiscal Year: FY21, FY22, FY23 Budgeted?: Yes

Contract Dates July 1, 2020 - June Grant?: No

Begin & End: 30, 2023

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Agreement for E-Rate Services between Gila County Information Education Technology Consortium on behalf of Gila County Library through the Gila County Schools Superintendent and the Gila County Library District and Yavapai County through the Yavapai County School Superintendent.

Background Information

The Gila County School Superintendent's office and the Gila County Library District formed the Gila County Information Education Technology Consortium in December 2018 for the purpose of obtaining an E-Rate Grant from the Universal Service Administrative Company (USAC) Schools and Library Division (SLD) for Construction and Service to bring high-speed internet services to the schools and libraries in Gila County. The construction and service grant was awarded in May 2020. In July 2020, the Gila County School Superintendent and the Gila County Librarian on behalf of the GCIET Consortium reached out to Frank Vander Horst with the Yavapai County School Superintendent's Office to assist with providing expertise, oversight, and project management for the construction and ongoing service related to this project. Since that time, the Yavapai County School Superintendent's Office learned that they were not able to contract with the Consortium and that the agreement would need to be between the respective counties (Yavapai and Gila).

As a part of this agreement, the Gila County Board of Supervisors as that body, as well as in their capacity as the Library District Board of Directors

need to approve this agreement for federal E-Rate purposes.

In addition, the Gila County School Superintendent and the Gila County Librarian need to be authorized to sign the additional Letter of Agency, to act on behalf of the County and the respective Superintendent's Office and Library District to participate with and Yavapai County School Superintendent for the procurement of affordable internet access and related equipment, and authorize the submission of various Federal Communications Commission (FCC) forms for E-Rate services for USAC.

Evaluation

The Yavapai School Superintendent's Office and their employee Frank Vander Horst have extensive experience with E-Rate Construction projects as well as with the service portion of E-Rate. He is very knowledgeable of the processes, procedures, and deadlines related to the ongoing provision of E-Rate services to such a large group of individual entities. In the past year, he has provided invaluable assistance in keeping the project on track.

Conclusion

The Yavapai School Superintendent's Office has the experience and expertise to assist the Gila County Information Education Technology Consortium in keeping the E-Rate project on track and ensuring that all federal deadlines and reporting requirements are met. The agreement benefits the Consortium and formalized the arrangements that are currently in place.

Recommendation

Staff recommends approval of the agreement along with authorizing the Gila County Librarian to sign the companion Letter of Agency.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)

Information/Discussion/Action to approve the Agreement for E-Rate Services between Gila County Information Education Technology Consortium on behalf of Gila County through the Gila County School Superintendent and Gila County Library District and Yavapai County through the Yavapai County School Superintendent for a term of three years, effective July 1, 2020, through June 30, 2023, at a rate of \$5,000 per year; authorize the Chairman's signature on the Agreement for the Library District; and authorize the Gila County Librarian to sign the Letter of Agency. **(Jacque Sanders) (Motion to Adjourn as the Gila**

**County Library District Board of Directors and reconvene as the
Gila County Board of Supervisors.)**

Attachments

Agreement for E-Rate Services

**AGREEMENT FOR E-RATE SERVICES
BETWEEN
GILA COUNTY INFORMATION EDUCATION TECHNOLOGY CONSORTIUM
ON BEHALF OF GILA COUNTY THROUGH THE GILA COUNTY SCHOOL
SUPERINTENDENT AND THE GILA COUNTY LIBRARY DISTRICT
AND
YAVAPAI COUNTY THROUGH THE YAVAPAI COUNTY SCHOOL SUPERINTENDENT**

This Agreement for E-Rate Services (hereinafter referred to as this "Agreement") is made and entered into by and between Gila County Information Education Technology Consortium on behalf of Gila County through the Gila County School Superintendent and the Gila County Library District (hereinafter referred to as "Consortium") and Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as "YCSS"). Consortium and YCSS may each be referred individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Universal Service Administrative Company (USAC) Schools and Library Division (SLD) Program, commonly known as "E-Rate Services," provides discounts of up to 90% to assist most schools and libraries in the United States to obtain affordable telecommunications and internet access; and,

WHEREAS, Consortium is authorized to enter into this Agreement with YCSS for consulting about and assistance with E-Rate Services and service programs, pursuant to A.R.S. §§ 11-201, 15-365, 15-1261, and/or 18-402(E); and,

WHEREAS, Consortium wishes to retain YCSS to provide consulting about and assistance with E-Rate Services; and,

WHEREAS, YCSS may provide assistance to Consortium for technology to improve student performance programs pursuant to A.R.S. § 15-302(A)(11); and,

WHEREAS, YCSS may establish service programs and Consortium may participate in service programs established pursuant to A.R.S. § 15-365; and,

WHEREAS, YCSS wishes to assist school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools and tribal schools with the paperwork necessary to comply with applicable regulations to obtain available E-Rate Services; and,

WHEREAS, The E-Rate Services provided by YCSS are intended to support and enhance student achievement by assisting and guiding Consortium to plan, procure, and implement essential technology needs and assets.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consortium and YCSS, intending to become legally bound, agree as follows:

1. Duration/Term. This Agreement's term is for 3 years and shall be effective from July 1, 2020, through June 30, 2023 ("FY 2020-23").

2. Termination.

2.1 Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the Parties.

2.2 Termination for Convenience/Termination Without Cause. Either Party may terminate this Agreement with thirty (30) days written notice specifying the termination date.

2.3 Termination for Breach. In the event of a material breach, default, or violation of any term or condition of this Agreement by any Party, the Party claiming breach shall provide written notice to the breaching Party and said notice shall set forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the breaching Party's receipt of notice, this Agreement shall terminate, at the option of the Party alleging such breach.

2.4 Immediate Termination by YCSS. This Agreement may be terminated prior to its expiration, at the election of YCSS, without penalty or prejudice to YCSS, immediately upon written notice by YCSS to Consortium upon the occurrence of the following events:

2.4.1 Governmental emergency action that lasts for more than fourteen (14) days that makes it impracticable for YCSS to perform its obligations under this Agreement;

2.4.2 Changes to applicable laws and regulations that make it impracticable for YCSS to perform its obligations under this Agreement; or

2.4.3 Any event or action that makes it impracticable for YCSS to perform its obligations under this Agreement.

2.5 Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

2.6 Any termination or cancellation of this Agreement shall not relieve the Parties of their responsibility for costs incurred prior to the effective date of the termination.

3. Scope of Work and Duties and Services Provided by YCSS. Under this Agreement, YCSS shall provide the following services to Consortium:

- 3.1 YCSS shall consult with and guide Consortium on Consortium's E-Rate application for FY 2020-21, FY 2021-22, and FY 2022-23.
- 3.2 YCSS shall provide Consortium with information on and assistance with the E-Rate process and share technical advice on related services and equipment.
- 3.3 With respect to E-Rate Services procurement, YCSS shall:
 - 3.3.1 Prepare bid documents and contract documents necessary to procure and contract for E-Rate Services;
 - 3.3.2 Assist Consortium in publishing the call for bids;
 - 3.3.3 Assist Consortium with compliance with federal and state procurement regulations; and
 - 3.3.4 Assist Consortium in scoring and evaluating all bids received.
- 3.4 YCSS shall assist Consortium in filing, which may include the YCSS filing the forms on behalf of Consortium, the following E-Rate forms: Form 470, 471, 472 (BEAR), 486, and any necessary extension letters, appeals, and/or other related forms.
- 3.5 YCSS shall assist Consortium with Program Integrity Assurance (PIA) review of Federal Communications Commission (FCC) forms filed by Consortium.
- 3.6 YCSS shall assist Consortium with its determination on reasonable means and methods to obtain the maximum E-Rate discount allowed in accordance with governing rules and regulations.
- 3.7 YCSS shall assist Consortium with its determination on reasonable means and methods to reduce and minimize costs for both E-Rate eligible and ineligible services.
- 3.8 YCSS shall perform all other reasonable, customary, and lawful E-Rate tasks to assist Consortium during this Agreement's term, including submission of forms online or signing forms as needed.
- 3.9 YCSS makes no promises or guarantees to Consortium with respect to available E-Rate Services and any discounts and/or reimbursements payable to Consortium. If the FCC

and/or SLD requests any adjustments from Consortium and/or requests any adjustments to any discounts and/or reimbursements made to Consortium, such adjustments are the sole responsibility of Consortium.

4. Services Not Provided By YCSS.

4.1 YCSS shall not be responsible for any information provided to SLD whether provided directly by Consortium or whether provided by YCSS on behalf of Consortium.

4.2 YCSS shall not select the final E-Rate vendor or advise Consortium which vendor to select.

4.3 YCSS shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.

5. Scope of Work and Duties and Warranties Provided by Consortium. Under this Agreement, Consortium shall provide the following duties and warranties to YCSS:

5.1 Consortium shall provide all information reasonably requested by YCSS in a timely manner.

5.2 Consortium shall designate a responsible, authorized person to:

5.2.1 Serve as a point of contact for SLD under the direction of the FCC;

5.2.2 Review all E-Rate Forms; and

5.2.3 Coordinate and cooperate with YCSS on all matters relating to E-Rate Services under this Agreement.

5.3 Consortium shall fully comply with all E-Rate rules and regulations and all other applicable federal and state laws, including the obligation to certify the representations in and execute the Letter of Agency form attached as Exhibit 1 and incorporated by reference herein. Consortium certifies and warrants all information provided to YCSS and certifies and warrants all information provided to the FCC and/or SLD whether provided directly by Consortium or whether provided by YCSS on behalf of Consortium.

5.4 Consortium acknowledges and agrees that if the FCC and/or SLD requests any adjustments from Consortium and/or requests any adjustments to any discounts and/or reimbursements made to Consortium, such adjustments are the sole responsibility of Consortium.

5.5 Consortium shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.

- 6. Payment and Consideration.** Within thirty (30) days after YCSS invoices Consortium, Consortium shall pay YCSS the invoiced amount for all services provided under this Agreement not to exceed the following:

\$5,000.00 for FY 2020-21.

\$5,000.00 for FY 2021-22.

\$5,000.00 for FY 2022-23.

- 7. Non-appropriation of Funds.** The Parties recognize and acknowledge that YCSS and Consortium are governmental entities and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of YCSS' or Consortium's obligations under this Agreement, then YCSS or Consortium, as appropriate, shall notify the other Party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to YCSS or Consortium, except that the Parties are still responsible for their obligations and costs of goods or services actually provided prior to the effective date of the expiration or cancellation of this Agreement. If YCSS' or Consortium's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation, except that the Parties are still responsible their obligations and costs of goods or services actually provided prior to the effective date of the expiration or cancellation of this Agreement.
- 8. Force Majeure.** Except for the duty to pay contracted prices for goods or services actually provided, neither Party shall be liable in any manner for any delay or failure that last longer than thirty (30) days to perform its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement.
- 9. Insurance.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.

10. Indemnification. To the fullest extent permitted by law, Consortium (as “Indemnitor”) hereby agrees to defend, indemnify, and hold harmless YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager (hereinafter collectively referred to as “Indemnatee”) without limitation from and against any and all claims, actions, damages, losses, liabilities, fees, fines, or expenses (including, but not limited to, attorney fees, court costs, and costs of claim processing, investigation, litigation, and appellate proceedings) (hereinafter referred to as “CLAIMS”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Consortium or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of Consortium to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Consortium will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Consortium shall not be obligated to defend Indemnatee against any Claims or indemnify Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission of Consortium or anyone directly or indirectly employed by Consortium or anyone for whose acts Consortium may be liable. Consortium agrees to waive all rights of subrogation against the YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager. This indemnification shall survive the termination of this Agreement.

Any insurance, its limits, amount, and type required herein to be maintained by Consortium shall in no way be construed as limiting the scope of this Indemnity.

11. Limitation of Liability. To the fullest extent permitted by law, Consortium agrees that the liability of YCSS, its departments, officers, officials, agents, employees, volunteers, and E-Rate Manager in connection with services hereunder to Consortium and to all persons having contractual relationships with them, for all causes of action, including, but not limited to, breach of contract and tort, including any negligent act, errors and/or omissions of YCSS, its departments, officers, officials, agents, and/or employees is limited to the total fees actually paid by Consortium to YCSS for services rendered by YCSS under this Agreement.

12. Retention and Inspection of Records. Each Party shall make, and shall contractually require each subcontractor to make, all books, accounts, reports, files, and other records relating to the performance of this Agreement open to inspection and audit at reasonable times during regular business hours. Each Party shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files, and other records relating to the performance of this Agreement for a period of ten (10) years after termination of this Agreement, pursuant to 47 C.F.R. § 54.516.

13. Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the

U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to Consortium to:

Gila County Information Education Technology Consortium
Attn: Roy Sandoval
1400 East Ash Street
Globe, AZ 85501

If to YCSS to:

Tim Carter, Yavapai County School Superintendent
2970 Centerpointe East Drive
Prescott, AZ 86301

The Parties shall have the right from time to time to change the place notice is to be given in accordance with this paragraph by written notice thereof to the other Party.

- 14. Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
- 15. Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consortium or YCSS. This Agreement is not intended to benefit any third party.
- 16. Assignment.** No Party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 17. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
- 18. Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
- 19. Non-discrimination.** The Parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which

mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

- 20. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 21. Workers’ Compensation.** For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 22. Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 23. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
- 24. Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Agreement shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Yavapai County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Agreement. Any changes in the governing laws, rules, and regulations that do not materially affect Contractor’s obligations under this Agreement during the Term of this Agreement will apply but will not require an Amendment.
- 25. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of

which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If Consortium and YCSS are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party.

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

27. Severability/Unenforceable Provisions. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

28. Waiver. A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

29. Parol Evidence. This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

30. Headings and Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association.

31. Fair Meaning. This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

32. Entire Agreement. This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

33. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

34. Legal Agreement. This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

Consortium: Gila County Information Education Technology Consortium on behalf of Gila County through the Gila County School Superintendent and the Gila County Library District

APPROVED BY: Gila County Board of Supervisors

Tim Humphrey, Chairman of the Board

Date: _____

ATTEST:

Marian Sheppard, Clerk of the Board

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted

under the laws of the State of Arizona to Gila County.

Deputy Gila County Attorney

Date: _____

APPROVED BY: Gila County Library District Board of Directors

Chairman, Board of Directors

Date: _____

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to Gila County Library District.

Deputy Gila County Attorney

Date: _____

YCSS: Yavapai County through the Yavapai County School Superintendent

Tim Carter
Yavapai County School Superintendent

Date: _____

APPROVED BY:

Craig L. Brown, Chairman
Yavapai County Board of Supervisors

Date: _____

ATTEST:

Kim Kapin, Clerk of the Board
Yavapai County Board of Supervisors

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to YCSS.

Joy L. Biedermann
Deputy Yavapai County Attorney

Date: _____

EXHIBIT 1
Letter of Agency

This confirms Gila County Information Education Technology Consortium's on behalf of Gila County through the Gila County School Superintendent's and the Gila County Library District's (hereinafter referred to as "Consortium") participation with and representation by Yavapai County through the Yavapai County School Superintendent (hereinafter referred to as "YCSS") for procurement of affordable telecommunications and/or Internet access, and related equipment. The undersigned hereby authorize YCSS to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on Consortium's behalf.

The undersigned understand that, in submitting these forms on Consortium's behalf, YCSS is making the certifications for Consortium. By signing this Letter of Agency, each of the undersigned make the following certifications:

- (a) I certify that all schools and libraries in the Consortium are libraries or schools under the statutory definitions of libraries or elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and does not have endowments exceeding \$50 million.
- (b) I certify that Consortium has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that the services the Consortium purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500 *et seq.*
- (d) I certify that Consortium has complied with all program rules, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (f) I certify that I will retain required documents for a period of at least TEN (10) years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statutes and Commission rules regarding the application

for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

- (g) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone, and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to YCSS for E-rate submission is true.

The duration term applicable to this Letter of Agency, as agreed upon in the Agreement, is for 3 years and shall be effective from July 1, 2020, through June 30, 2023 ("FY 2020-23").

Gila County through the Gila County School Superintendent:

By: _____

Date: _____


Printed Name and Title

Ray A. Sanders - Gila County School Superintendent

Gila County Library District:

By: _____

Date: _____


Printed Name and Title

JACQUE SANDERS - Gila County Librarian

ARF-6757

Regular Agenda Item 4. E.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Malissa Buzan, Director

Submitted By: Lisa Wilckens, Fiscal Services Manager

Department: Community Services Division: Administration

Fiscal Year: 2021-2022 Budgeted?: Yes

Contract Dates June 21, 2021 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Approval of a Memorandum of Understanding (MOU) is to collaborate between the Gila County Public Housing Authority (PHA) and the Gila County Homeless Task Force, the Local Continuum/Coalition to End Homelessness (LCEH). The collaboration will result in households that meet the eligibility of the U.S Department and Urban Development (HUD) Emergency House Voucher (EHV) Program to assist individuals and families who are (1) homeless, (2) at risk of being homeless, (3) fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking, or (4) recently homeless.

Background Information

President Biden signed the American Rescue Plan Act of 2021, into law. Notice PIH 2021-15 describes the process. HUD has allocated approximately 70,000 Emergency Housing Vouchers (EHV) to public housing agencies. The Gila County PHA was awarded fifteen vouchers effective July 1, 2021, amounting to an initial award amount of \$86,916 to assist individuals and families experiencing homelessness in conjunction with the LCEH.

Evaluation

If the MOU is approved, the Gila County PHA and the Gila County Task Force (LCEH) will collaborate and help the homeless or soon-to-be homeless become housed.

Conclusion

By the Board of Supervisors approving the MOU with Gila County Public Housing Authority and Gila County Homeless Task Force, it will help assist Gila County homeless community to become housed.

Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve the MOU between the Gila County PHA and the Gila County Task Force to provide housing to the local homeless community.

Suggested Motion

Information/Discussion/Action to approve a Memorandum of Understanding between the Gila County Housing Authority and the Gila County Homeless Task Force (the Local Continuum/Coalition to End Homelessness) to collaborate and help the homeless or soon-to-be homeless of Gila County. **(Malissa Buzan)**

Attachments

Memorandum of Understanding

HUD notification



Memorandum of Understanding

This Memorandum of Understanding (MOU) has been created and entered into on June 21, 2021

By:

Public Housing Authority (PHA):

Name of PHA: Gila County Housing Authority

Address: 5515 South Apache Avenue #200
Globe, AZ 85532

And:

Local Continuum/Coalition to End Homelessness (LCEH) (Local continuums within the AZBOSCOC):

Name of LCEH: Gila County Homeless Task force

Address: 5515 South Apache Ave #200
Globe, Arizona 85532

Arizona Balance of State Continuum of Care—United Funding Agency on behalf of the Governance Advisory Board

Name of AZBOSCOC UFA: Arizona Department of Housing

Address: 1110 W. Washington, Suite 280, Phoenix, AZ 85007

☒ (This is applicable for Gila, Mohave and Pinal). Because the LCEH and PHA are the same agency, the LCEH Governance Board acted on 06/24/2021 to designate Charles Proudfoot as signatory on behalf of the LCEH to ensure transparency of process.

I. Introduction and Goals

Preamble: The purpose of this memorandum of understanding is to articulate the collaboration between The Gila County Housing Authority (PHA) and The Gila County Homeless Task Force (the Local Continuum of Care [LCEH]) which is a part of the Arizona Balance of State Continuum of Care (AZBOSCOC). The collaboration will result in households that meet the eligibility of the U.S. Department of Housing and

Urban Development (HUD) Emergency Housing Voucher (EHV) Program will be identified through coordinated entry and case conferencing. This process will result in households experiencing homelessness being offered housing opportunities and that all housing opportunities, regardless of funding source, will be included in the case conferencing process to ensure highest and best use of all housing resources in our geographic area.

In implementing the activities outlined in this MOU, compliance, and promotion of equal housing choice for all prospective residents regardless of race, ethnicity, color, religion, sex, sexual orientation, gender identity, non-binary, disability, familial status, national origin, and/or limited English proficiency. As the Gila County Homeless Taskforce continues implementation of the AZBOSCO Social Justice and Racial Equity Initiative, policies and procedures implement will ensure that referrals provided are driven by social justice and racial equity.

- A. This MOU represents the commitment of the Gila County Housing Authority PHA and the Gila County Homeless Task force to administer and collaborate related to the EHV Program in accordance with all program requirements as identified in the HUD EHV Operating Requirements published on May 5, 2021. This document can be found at this link.

<https://www.hud.gov/sites/dfiles/PIH/documents/PIH2021-15.pdf>.

- B. Coordinated entry, case conferencing, and other collaborative activities will take place in order to support the Gila County Housing Authority ability to meet goals and standards of success in the administration of the program. The standards for success for our community includes:
- 100% of households referred to EHV will have met eligibility requirements.
 - EHV's will be used to implement "Move On Strategies" when the resulting vacant PSH can be quickly filled.
 - Coordinated Entry, By Name List, and Case Conferencing where household placements in EHV will initially take place at a minimum bi-weekly. The timeline may increase once all the vouchers have been allocated and there are no anticipated vacancies. Case Conferencing can occur in person as well as virtually.
- C. The following individuals will serve as the lead EHV Liaisons (i.e., Primary Point of Contact:

For the PHA	For the LCEH
Name Gila County Public Housing Authority	Name Gila County Homeless Task Force
Position Malissa Buzan, Director	Role within the LCEH Charles Proudfoot, Co chairman
Telephone Number 928 402-8693	Telephone Number 928 402-7193
EMAIL Address mbuzan@gilacountyaz.gov	EMAIL Address cpfoot@gmail.com
	In addition, if different from above, the primary contact for Coordinated Entry for this LCEH is:
	Name Dorine Prine
	Telephone Number 928 402-7193
	EMAIL Address dprine@gilacountyaz.gov

II. Population eligible for EHV assistance through referral by the LCEH:

In Gila County, the following households (individuals and families are eligible for assistance through this program (check all that apply):

- ☐ Households experiencing homelessness.
- ☐ Are at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, trafficking and dating.
- ☐ Have experienced violence, sexual assault, stalking, or human trafficking; or were recently homeless.
- ☐ Will benefit from rental assistance which will prevent the family's homelessness or having high risk of housing instability. (Case conferencing will consider this use in the context of rental assistance, eviction prevention, and homelessness prevention resources that are available in the county).
- ☐ Households that will benefit through "Moving On" i.e., households funding subsidy will move from current subsidies such as PSH in order that households that have higher need and acuity can access those subsidies. The overall purpose is to ensure that

all housing subsidies, regardless of program, are being allocated to households that best fit the available services and support needed.

III. Services/Activities to support or be provided to EHV Households

The following table documents the assistance and support households will be provided so that they are successful in the program:

Service/Activity	Provider(s)/Agency(ies)	Contact Information (Person or at least phone number or email)
Coordinated Entry Access Points in Gila County—Includes completion of VI-SPDAT and/or other assessments to identify housing need as appropriate	Homeless Task Force	dprine@gilacountyaz.gov
Assistance in completing application for EHV	Homeless Task Force	Tgonzales.1964homelesscoalition@gmail.com
Assistance in obtaining required supporting document (i.e., ID, copies of documents)	Cap Homeless Coalition, Warming Center	ebobier@gilacountyaz.gov Tgonzales.1964homelesscoalition@gmail.com mrdanihilist@gmail.com
Support households in identifying and addressing barriers they are experiencing to becoming or remaining housed.	PHA	pcampos@gilacountyaz.gov
Support households with activities (i.e., transportation, translation, access to virtual meetings, etc.) to PHAs related to appointment notifications and attending appointments.	Homeless Task Force Warming Center CAP	Tgonzales.1964homelesscoalition@gmail.com mrdanihilist@gmail.com dprine@gilacountyaz.gov
Support households so that they attend appointments with PHAs to complete interviews. PHAs will establish schedules for these interviews.	Homeless Task Force Warming Center Cap	Tgonzales.1964homelesscoalition@gmail.com mrdanihilist@gmail.com dprine@gilacountyaz.gov
Support housing search for eligible households.	PHA	pcampos@gilacountyaz.gov
Communicate and provide counseling with households related to compliance with rental lease requirements.	PHA	pcampos@gilacountyaz.gov
Support households related to assistance for security deposits, utility hook-up fees and deposits and other move in costs.	CAP	dprine@gilacountyaz.gov
Assistance with applying and securing benefits such as SNAPs, health care coverage, SSI, SS,	CAP	dprine@gilacountyaz.gov

Service/Activity	Provider(s)/Agency(ies)	Contact Information (Person or at least phone number or email)
disability benefits, Veteran benefits.	Phoenix VA	602 320-1986
Access to food pantries to meet immediate and ongoing needs.	Homeless Task Force Warming center	Tgonzales.1964homelesscoalition@gmail.com mrdanihilist@gmail.com
Access to household furnishings.	Second Chance	928 473-4123
Assistances to households related to financial management and household budgeting	CAP	dprine@gilacountyaz.gov
Establish strategies to promote and maintain good relationships with landlords/management companies.	PHA	pcampos@gilacountyaz.gov

IV. PHA Roles and Responsibilities and V. LCEH Roles and Responsibilities

The following table documents the roles and responsibilities of the PHA and LCEH:

PHA Roles and Responsibilities	LCEH Roles and Responsibilities
1. Coordinate and consult with the LCEH in developing service and assistance to offer under the EHV services fee.	
2. Accept direct referrals for eligible households (individuals and families) through coordinated entry/case conferencing.	1. Refer eligible households to the PHA through the coordinated entry/case conferencing system. (Process must include methods by which to refer survivors of domestic violence/trafficking even though information for these households is not entered into HMIS.
	2. Assist households in applying an obtaining supporting documentation to accompany admissions application to the PHA (i.e., self-certification, birth certificate, social security card)
3. As a part of case conferencing or other meetings, attend EHV participant briefings as needed	3. As a part of case conferencing or other meetings, attend EHV participant briefings as needed
4. Commit sufficient staff and necessary resources to ensure application, certification, and voucher issuances process are completed in a timely manner.	
5. Committed a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.	
6. Designate and maintain a staff to serve as the lead EHV liaison.	4. Designate and maintain a lead EHV liaison to communicate with the PHA.
	5. Through the LCEH membership/continuum ensure all households referred to EHV complete assessments for mainstream services and other support so that households have access to supports through their transition.
	6. Through the LCEH membership/continuum ensure all households referred to EHV have access to

PHA Roles and Responsibilities	LCEH Roles and Responsibilities
	supportive services. (Note: Households that receive an EHV participation in other wraparound and support services is voluntary.
7. Comply with the provisions of this MOU.	7. Comply with the provisions of this MOU.

VI. Third Party Roles and Responsibilities

In addition to services and activities outlined in Section III, these organizations will also support the EHV program. Sufficient resources will be committed by organizations directly involved in the support of households that participate in any component of the EHV program to ensure activities including application, certification, and voucher issuance processes are completed in a timely manner.

Roles and Responsibilities	Agency/Organization	Contact Information (Person or at least phone number or email)
Collaborative Applicant and United Funding Agency for the AZBOSCO	Arizona Department of Housing	Ryan.vernick@azhousing.gov
Collaborative Activities	Local government	928 425-7631
Collaborative Activities	Faith-based organizations	nevgramma@outlook.com neal.unityofpayson@gmail.com pastor@paysonumc.org
Collaborative Activities	Relief Society and LDS	Sallinson71@gmail.com
Collaborative Activities	Health Organizations	Denise.cox@healthchoicaz.com
Collaborative Activities	Community Bridges	wcarlson@cbridges.com ccunningham@cbridges.com dfry@cbridges.com
Collaborative Activities	Hope Center	compassionjoe@gmail.com
Collaborative Activities	Payson Warming Center	mrdanihilist@gmail.com
Collaborative Activities	Solari Inc.	Hillary.evans@solari-inc.org
Collaborative Activities	Southwest Behavioral	christinekr@sbhservices.org
Collaborative Activities	Horizon	Elena.mgroarty@hhwaz.org
Collaborative Activities	St. Vincent de Paul	svdppayson@gmail.com

VII. Program Evaluation

As documented by the signatures below the Gila county Housing Authority PHA and Gila County Homeless Taskforce LCEH agree to cooperated with HUD, provide requested data to HUD or HUD approved contractor delegated the responsibilities of program evaluation protocols established by HUD or HUD approved contractor, including possible random assignment procedures.

By the signatures below, this MOU is executed on : 06/21/2021

For the PHA	For the LCEH
Signature	Signature
Tim R. Humphrey	Charles Proudfoot
Chairman of the Board of Supervisors	Co- Chair of the Homeless Task Force
Date:	Date

	For the AZBOSCOC
	Signature
	Camie Rasband, Co-Chair AZBOSCOC
	Signature
	Olivia Gutzman, Special Needs Programs Administrator on behalf of the AZBOSCOC

May 10, 2021

Malissa Buzan, Executive Director
Gila County Housing Authority (AZ045)

Dear Executive Director:

I am pleased to notify you that your public housing agency (PHA) is eligible for new Emergency Housing Vouchers (EHVs) and funding as authorized by the American Rescue Plan Act of 2021 (Public Law No: 117-2). The American Rescue Plan Act allowed the Department of Housing and Urban Development (HUD) to allocate additional vouchers to PHAs through an allocation formula designed to direct emergency vouchers to the PHAs operating in areas where the EHV's eligible populations have the greatest need while also taking into account PHA capacity and the requirement to ensure geographic diversity, including rural areas. The EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless.

The following table provides the details for your agency's EHV award:

Emergency Housing Vouchers Award			
Initial Award Amount	Effective Date	Contract Term	Number of Units
\$86,916	7/1/2021	18	15

The effective date of your EHV award will be July 1, 2021 with the exception of certain fees with an effective date of June 1, 2021 as detailed below. These dates cannot be changed. HUD is providing 12 months of budget authority upfront and will provide additional budget authority as necessary based upon actual PHA needs. Once funding for the award has been fully processed, the FMC will provide your agency with an amended Consolidated Annual Contributions Contract (CACC) that reflects the obligation of funds and monthly disbursements will be scheduled. Three months of HAP disbursements will automatically be scheduled beginning July 1, 2021 equal to 1/12th of the initial award. Future disbursements will be calculated using actual HAP expenses incurred.

Your agency must follow applicable Housing Choice Voucher (HCV) program requirements, when administering EHV, including the regulations at 24 CFR part 982, and the requirements in Notice PIH 2021-15 (HA), referred to hereafter as Implementation Notice.

The following table provides the details of your agency's administrative fees and other eligible fees under this award:

EHV Eligible Fees		
Category	Effective Date	Fee Amount
Preliminary Fee	6/1/2021	$\$400 \times \text{Unit Allocation Accepted}$
Placement/Issuance Reporting Fee ¹	After Reporting Received by HUD ¹	$\$500$ for HAP contracts in place by 11/1/21; $\$250$ for HAP contracts in place by 1/1/22; $\$100$ for each voucher leased provided PHA reported the EHV issuance date in PICNG within the qualifying time period.
On-going Administrative Fee ²	7/1/2021	$\text{Column A Admin Fee Rate} \times \text{Unit Allocation Accepted}$
Service Fee ³	6/1/2021	$\$3,500 \times \text{Unit Allocation Accepted}$
Total		

¹ The fee is dependent upon the timeframe in which an EHV family is placed under a HAP contract. \$500 for each EHV family placed under a HAP contract that is in place no later than four months from the award date (11/1/21), \$250 for each EHV family under a HAP contract that is in place no later than six months from the award effective date (1/1/22). An additional \$100 will be provided if the PHA reports or reported the voucher issuance date for a leased voucher in the forthcoming PIC-NG system within 14 days of the later of the voucher issuance date or when PIC-NG system becomes available for reporting. This Issuance Fee can be earned at any time that the voucher is placed under lease, regardless of whether the leased voucher also qualified for the \$500 or \$250 component of the fee. Initially HUD will provide these fees based on information reported in VMS with the exception of the \$100 issuance fee. HUD will collect issuance data in PICNG, once the system is in place later in 2021.

² PHAs will receive the full Column A administrative fee amount for each EHV that is under HAP contract as of the first day of each month and reported in VMS. PHAs will receive an initial advance for the first 3 months as per Notice PIH 2021-15 (HA).

³ One-time fee will be provided for every unit allocation accepted.

Two types of EHV-related funding, preliminary fees and service fees, will be provided in advance in accordance with [Notice PIH 2021-15 \(HA\)](#). The eligible uses of these funds are described in the [Notice PIH 2021-15 \(HA\)](#).

Leasing and expenses for these vouchers should be reported in the Voucher Management System (VMS) under the appropriate fields. The VMS is being updated to reflect fields that will be used to capture this information and additional details will be provided once the fields are available.

This letter has indicated the specific number of vouchers allocated to your PHA in accordance with the allocation formula set forth in [Notice PIH 2021-15 \(HA\)](#). To accept or decline this award, you must respond to HUD by May 24, 2021 using the attached method. While PHAs are encouraged to accept the entire EHV allocation, the PHA may choose to accept a lower number of vouchers than the number offered by HUD in the notification, but not less than the minimum allocation of 25 EHV's, or 15 EHV's, as applicable. Your PHA may also request that if available, HUD provide any additional vouchers that result from reallocation.

Additional information regarding EHV's can be found at: www.hud.gov/EHV, including details on an introductory webinar for PHAs on EHV's that HUD will offer on May 11, 2021 at 4pm ET. Additional support and technical assistance will be offered to support participating communities.

With your direct effort, EHVs will help people experiencing or at risk of homelessness, survivors of domestic violence, and victims of human trafficking.

To accept or decline this award by May 24, 2021, please complete, sign, and email your response EHVawards@hud.gov. If you have any questions regarding the EHV Program, please email EHV@hud.gov.

Sincerely,

A handwritten signature in cursive script that reads "Danielle Bastarache".

Danielle Bastarache
Deputy Assistant Secretary for
Public Housing and Voucher Programs

Attachment

Directions:

1. Accept or Decline vouchers by responding to PHA options in questions 1—3 below.
2. Sign the document by double clicking the “Public Housing Executive Director” signature line.
3. When completed, save as a word file (do not alter file name).
4. Reply to original email from EHVawards@hud.gov, attach this saved file, and send before May 24, 2021.

Read the PHA options below and indicate the number of EHV vouchers accepted by the PHA.

PHA Options (select a response in the “Choose an item” drop down):

- **Decline, No Vouchers** — PHA does not want any EHV Vouchers.
- **Accept Full Allocation** — PHA wants the full amount as allocated in this letter.
- **Accept Full Allocation, plus more** — PHA wants the full amount as allocated in this letter plus, any additional EHV vouchers that HUD may provide. (HUD expects to have a small amount of additional vouchers to reallocate in early June because of awards declined by other PHAs.)
 - If accepting a full amount **plus more**, up to how many more?
 - **Only if the PHA requests additional** EHV than awarded in this letter, indicate the maximum number of additional vouchers your PHA would accept.
- **Accept, a Lesser Amount** — PHA wants to accept a lesser amount than allocated in this letter, but not less than the minimum allocation of 25 EHV or 15 if your initial allocation was less than 25.
 - If accepting a **lesser amount**, how many?
 - **Only if the PHA is accepting a lesser amount** of EHV than awarded in this letter, indicate the number of vouchers PHA wants to accept, which is less than the award but not less than the applicable minimum allocation.

PHA Accept or Decline Response	
PHA Code	AZ045
EHV Award	15
1. PHA options to accept or decline award	Choose an item
2. If accepting a Full Allocation, plus more , up to how many?	Full. 15
3. If accepting a Lesser Amount , how many?	0

X 
 Public Housing Executive Director

If you have any questions about this process, please email EHV@hud.gov and write “EHV Award Letter Response Assistance” in the subject line.

ARF-6779

Regular Agenda Item 4. F.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Woody Cline, Board of Supervisors-District 3

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2021/2022 Budgeted?: Yes

Contract Dates 12/31/2020 to Grant?: No

Begin & End: 12/31/40

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Consideration of a 20-year Special Use Permit for the Pleasant Valley Admin site located in Young, Arizona.

Background Information

Since 2019, the Tonto National Forest (TNF) has consolidated the Payson and Pleasant Valley Ranger Districts to the Ranger Station in Payson. In 2016 the Tonto National Forest (TNF) began moving personnel to Payson leaving the Pleasant Valley Admin site with minimal staff and the community of Young lost approximately 60 jobs, a big loss to a community of just over 650 people.

In 2017, Supervisor Woody Cline began discussions with the TNF to transfer ownership to Gila County for the purpose of providing a retreat facility as well as other services for veterans. Rep. Paul Gosar and staff have been assisting with this project since 2018 and he and his staff have been working on a bill to transfer ownership to Gila County. Recently, Senator Kelly and his staff pledged to introduce a bill in the Senate that will mirror the bill that Rep. Gosar has prepared and they will do a joint rollout in both the House and Senate.

In early 2020, TNF Supervisor Neil Bosworth suggested a 20-year Special Use Permit so that Gila County could take possession of the Admin Site and begin providing services while continuing to work toward the transfer of ownership to Gila County. During the process of obtaining the Special Use Permit, a consultation with the State Historic Preservation Office

(SHPO) was required due to the fact that historic buildings are located on the site and those buildings would be included in the permit. An onsite consultation was held with SHPO staff, the TNF archeologist, and county staff. A plan was developed for future building upkeep as well as immediate concerns and submitted for SHPO approval. In addition, county staff developed an Operating Plan and submitted it in February 2021 to the TNF as a supplement to the Special Use Permit application.

Buildings and facilities contained in the Special Use Permit are Ranger's House, Assistant Fire Management Office House, Historic Ranger's Residence, Historic District Office, Historic Barn, Paint Shed, Recreation Shed, Flammable Storage Shed, Seed Storage, Crew Quarters #1, Crew Quarters #2, District Office, North Well Pump House, Water and Wastewater System, Roads within the site and 80 acres of land.

Evaluation

The annual permit fee will be \$36,157 of which will be 100% of that fee used to offset the cost of Government maintenance and reconditioning projects pursuant to the Granger-Thye Offset Agreement made part of the Special Use Permit.

A non-profit board will be established to handle the day-to-day operations of the facility. The board will also be tasked with working with veterans organizations, conduct outreach, and perform fundraising events.

The TNF will continue to maintain firefighters at the Ranger Station during the fire season to allow quick response to any fires in the vicinity. The Fire Office, Fire Storage Unit, and the Fire Warehouse are not included in this Special Use Permit and will be retained by the TNF for fire administration.

Conclusion

The purpose of the Special Use Permit is for Gila County to be able to provide a veterans retreat programs and services. The Special Use Permit will allow the county to provide the services while waiting for the final transfer of ownership.

Recommendation

It is recommended that the Board of Supervisors approve the Special Use Permit allowing Gila County to take possession of the Pleasant Valley Admin Site for the purpose of providing a veterans retreat and services facility.

Suggested Motion

Information/Discussion/Action to approve the U.S. Department of Agriculture Forest Service Special Use Permit regarding the Pleasant Valley Administrative Site/Tonto National Forest in Young, AZ for the purpose of providing veteran services for the time period of December 2020 to December 2040. **(Cathy Melvin)**

Attachments

Special Use Permit

PV Admin Site Operating Plan

PV Admin Site Presentation

SPECIAL USE PERMIT DOCUMENTS

- 1. Special Use Permit**
- 2. Description of Project: Maintenance requirements**
- 3. Granger-Thye Supplement (Special Use Permit Offset Fee Agreement)**
- 4. Pleasant Valley Admin Site Map**
- 5. Operating Plan for Supervision of Children**
- 6. Form for Reporting Child Abuse or Neglect**

US DEPARTMENT OF AGRICULTURE

FOREST SERVICE

SPECIAL USE PERMIT

PLEASANT VALLEY ADMIN SITE/TONTO NATIONAL FOREST

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

SPECIAL USE PERMIT

Authority: OCCUPANCY PERMITS, AS AMENDED March 4, 1915, FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

GILA COUNTY of 1400 E. ASH STREET COUNTY MANAGER OFFICE GLOBE AZ US 85501 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the **TONTO NATIONAL FOREST or PLEASANT VALLEY RANGER DISTRICT** unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 81 acres or 0 miles in the;
GILA AND SALT RIVER MERIDIAN;

Sec. 29, T. 9 N., R. 14 E., NW1/4

Sec. 29, T. 9 N., R. 14 E., SW1/4

Sec. 30, T. 9 N., R. 14 E., NE1/4

("the permit area"), as shown on the map attached as **Appendix B**. This and any other appendices to this permit are hereby incorporated into this permit.

This permit issued for the purpose of:

To re-purpose and develop the existing Pleasant Valley Ranger Station administrative site into a retreat for veterans and their families, which would provide a peaceful respite for those suffering from disabilities such as PTSD. The services will be provided on a full-time basis, twelve months per year.

Proposed Building Use:

The District Office/Administrative building will be used for group meetings and individual meetings with counselors etc. for veterans and their families; the Ranger's House and the AFMO's House proposed use is for individual families to stay or possibly for staff use; Crew Quarters 1 and 2 the proposed use is for large groups or families to utilize for retreats, classes, etc.; the Historic District Office and the Historic Ranger's Office the proposed use is for individual families or staff to utilize as well. The Historic Barn will be used to house animals such as horses. The Seed Storage Building, the Recreation Shed, and the Flammable Storage Shed will be used for storage by Gila County or removed.

See attached Operating Plan for Maintenance responsibilities.

The Fire Office, Fire Storage and Warehouse is not included in this permit and use remains as Forest Service fire administration.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the OCCUPANCY PERMITS, AS AMENDED March 4, 1915, FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on **12/31/2040, 20 years** from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of

the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least **180 days** each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. OPERATING PLAN. The holder shall prepare and annually revise by **February 1** an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized

officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

D. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs and damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION.

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

I. INDEMNIFICATION OF THE UNITED STATES. Subject only to the limits on the holder's liability under the State Tort Claims Act, the holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

J. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

K. INSURANCE. The authorized officer has determined through a risk assessment that the potential liability of the United States for property damage and personal injury or death arising from the holder's use and occupancy authorized by this permit is \$500,000 per incident and \$500,000 in the aggregate. The holder shall self-insure or maintain commercial general liability combined single limit procured insurance (CGL insurance) covering property damage and personal injury or death for \$500,000 per incident and \$500,000 in the aggregate. The CGL insurance shall be written on a standard industry occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract (including tort liability of another party assumed in a business contract). Specifically, the coverage under the self-insurance or CGL insurance shall extend to property damage and personal injury or death arising from the holder's activities under the permit, including use and occupancy of National Forest System lands and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by the permit. The United States shall be named as an additional insured under the self-insurance or CGL insurance. The self-insurance or CGL insurance shall specify that the Forest Service shall be given 30 days prior written notice of cancellation or any modification of the CGL insurance. The holder shall pay the premiums for the CGL insurance.

1. Notwithstanding clauses IV.G and IV.K of this permit, any limitation on the holder's liability under State law, including but not limited to the holder's sovereign immunity and State Tort Claims Act, not be construed in any way to impinge upon the ability of the United States to recover under the CGL insurance. Nothing in this clause precludes the holder or the

insurer from asserting any defense that may be available to the holder, including sovereign immunity, in an action brought against the holder by a third party

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE.

1. **Authorized Officer Concurrence.** Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains

and objects.

F. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

H. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

I. CLEANUP AND REMEDIATION.

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

VI. LAND USE FEE AND DEBT COLLECTION

A. FEES - EXEMPTIONS AND WAIVERS (A-10).

LAND USE FEES. The use or occupancy authorized by this permit is exempt from a land use fee or the land use fee has been waived in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, chapter 30. Every 5 years, the

Authorized Officer shall review the criteria for a land use fee waiver, and if they no longer apply, shall charge the full land use fee.

B. FEES - ORGANIZATIONAL CAMPS (A-16).

ORGANIZATIONAL CAMP FEE. The annual fee due the United States for the activities authorized by this permit shall be calculated using the following formula:

Fee = Land Use Fee + Other Revenues Fee + Facility Use Fee, where:

1. LAND USE FEE. The Land Use Fee = .05 (Acres x Value Per Acre x Annual Adjustment Factor) - Reductions for Priority 1 and Priority 2 Use.

The land use fee may be offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f). This offset work and its value shall be documented and agreed to in advance.

a. The Value Per Acre is the estimated per-acre market value of land and buildings in the county where the camp is located, as reported in the most recent Census of Agriculture conducted by the National Agricultural Statistics Service. The Annual Adjustment Factor is the annual compounded rate of change between the two most recent Censuses of Agriculture.

b. Reductions to the land use fee for Priority 1 and Priority 2 use are calculated as follows:

Priority 1 - Reduce the annual land use fee proportionate to the number of individuals with a disability and children at risk annually who attend the organizational camp.

Priority 2 - Reduce the remaining land use fee amount by up to 60 percent, proportionate to the number of persons annually who attend the organizational camp and participate in youth programs through organized and supervised social, citizenship, character-building, or faith-based activities oriented to outdoor recreation experiences.

c. The land use fee may not be reduced below the minimum land use fee. The minimum land use fee is \$300, unless adjusted by the region where the organizational camp is located, per FSM 2715.04b, paragraph 1. The minimum fee is due in advance of use and is not refundable.

2. FEE BASED ON OTHER REVENUES. Revenue derived under this permit for purposes other than to introduce young people or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues is subject to a fee of 5 percent of adjusted gross revenue.

The fee based on other revenues may be offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f). This offset work and its value shall be documented and agreed to in advance. Estimated fees based on other revenues shall be calculated on an Estimated Fee Determination Sheet. Payments shall be made Annually in advance of use.

a. Documentation of Revenue. Separately document revenue derived under this permit for purposes of introducing young people or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues, from revenue derived under this permit for other purposes.

b. Accounting Records and Access. The holder shall follow generally accepted accounting principles or another cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for 5 years after the end of the year in which they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

c. Facility Use Fee. There is a facility use fee for this permit. The facility use fee is \$36,157.00 which is 5 percent of the value of the Government-owned facilities authorized by this permit. The facility use fee is subject to Granger-Thye fee

offset in accordance with clauses J.1.D and E. The facility use fee is not subject to reduction or waiver or offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f).

3. FEE PAYMENT ISSUES.

a. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

b. Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by settlement terms or an appeal decision.

c. Late Payments

(1) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (for example, the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(2) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(3) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

d. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(1) Administrative offset of payments due the holder from the Forest Service.

(2) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(3) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(4) Disclosure to consumer or commercial credit reporting agencies.

e. Nonpayment. Failure of the holder to make timely payments, pay interest charges, or any other charges when due shall be grounds for revocation of this permit.

E. GT - PARTIAL FEE WAIVER FOR STATES (A-22).

PARTIAL LAND USE FEE WAIVER. The land use fee for this use is \$ 300.00. All of this fee is waived pursuant to 36 CFR 251.57 and FSH 2709.11, section 31.2, except for the cost of government maintenance, reconditioning, renovation, and improvement as defined in clause VI.B.B.3 that is required each year pursuant to a GT fee offset agreement. Every 5 years, the Authorized Officer shall review the criteria for a land use fee waiver, and if they no longer apply, shall charge the full land use fee.

F. NONDISCRIMINATION (B-1).

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.
3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.
4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated N/A, dated N/A.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. SAFETY (b002RO). The holder shall prepare and conspicuously post rules of conduct as are necessary to provide for the safety of the general public. The rules will be called to the attention of the offenders.

F. FIRE (f001RO). The holder agrees to haul from National Forest lands all slash, logs, stumps, and debris resulting from clearing the permitted area, as directed by the Forest Officer in charge.

G. RISK OF LOSS OF FEDERALLY OWNED IMPROVEMENTS (B-8).

The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and forces of nature. If the authorized improvements are destroyed or substantially damaged, the Authorized Officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

H. EQUAL ACCESS TO FEDERAL PROGRAMS (B-2).

In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

I. OPERATING PLAN FOR SUPERVISION OF CHILDREN (OTHER THAN FOR SKI AREAS). (C-14)

OPERATING PLAN. The holder shall prepare and by February 1 every 5 years revise an operating plan. The operating plan must be prepared in consultation with the Authorized Officer or the Authorized Officer's Designated Representative and must cover all operations authorized by this permit. The operating plan must outline steps the holder will take to protect public health, safety, and the environment. The plan must include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan also must provide that if the holder, holder's employees, agents, or contractors learn of facts that give reason to suspect that a child under the age of 18 has suffered physical or mental injury, sexual abuse or exploitation, or negligent treatment (child abuse), the holder, holder's employees, agents, or contractors shall as soon as possible report the child abuse to [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A] and as soon as practicable thereafter to the Authorized Officer. The operating plan must include:

1. The name, address, telephone number, facsimile number, and e-mail address of [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A].
2. A schedule for providing periodic training on the signs of child abuse and the reporting requirement when child abuse is suspected.
3. A Sample for Reporting Suspected Child Abuse or Neglect and, to the extent mandated by applicable state law, the requirement for all employees who work with children under the age of 18 to undergo a criminal background check.

The operating plan and any revisions to the operating plan must be submitted by the holder and approved by the Authorized Officer prior to the commencement of operations and shall be attached to this permit as an appendix. The Authorized Officer may require an annual meeting with the holder to discuss the terms and conditions of the permit, operating plan, annual use reports, and any other concerns either party may have.

Exhibit A

Sample of

Reporting Suspected Child Abuse or Neglect

**AUTHORITY:
Crime Control Act of 1990 (42 U.S.C. 13031)**

Information on suspected child abuse or neglect that the holder or the holder's agent obtains should be reported to [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A] with authority to take emergency action to protect children who are abused or neglected. Retain a copy for your records. Some of the information obtained in this type of reporting may be subject to protection by the Privacy Act 5 U.S.C. sec. 552a.

Date of Initial Call(s):
January 1, 2013

Name, Title, Organization, Address, Telephone Numbers, Fax Number, and E-Mail Address of Persons Contacted:
John Doe, Sargent, Smith County Police, 100 Broad Street, Arlington, VA, 703-555-5000,
703-555-5001, John.Doe@smithcountypolice.com

Action Taken in Response:
Report opened and filed

Date of Follow-Up Call(s) or Other Contacts:
February 1, 2013

Name, Title, Organization, Address, Telephone Numbers, Fax Number, and E-Mail Address of Persons Contacted:
John Doe, Sargent, Smith County Police; 100 Broad Street, Arlington, VA; 703-555-5000;
703-555-5001, John.Doe@smithcountypolice.com

Action Taken in Response:
Report closed and filed

Permit Holder's Name, Address, and Telephone Numbers:
James Smith, Smith County Recreation; 120 Broad Street, Arlington, VA; 703-555-5100;
703-555-5101, James.Smith@smithcountyrecreation.com

Child's Complete Name, Including Middle Initial Gender Age Date of Birth
Jane L. Doe Female 10 May 1, 2002

Child's Address and Telephone Numbers:
555 Main Street, Arlington, VA; 703-555-5201

Name of Child's Parents or Guardian: Thomas Doe
Relationship: Father

Parents' or Guardian's Address and Telephone Numbers:
555 Main Street, Arlington, VA; 703-555-5201

Name of Persons Suspected of Abuse or Neglect: Fred Thomas
Relationship: Counselor

Address and Telephone Numbers of Persons Suspected of Abuse or Neglect:
755 Broad Street, Arlington, VA; 703-555-5301

Check all that apply:
(X) Physical Injury () Sexual Abuse () Emotional Neglect or Abuse
() Physical Neglect () Other (specify):

State the nature and extent of the current injury, neglect, or sexual abuse to the child in question and the circumstances leading to the suspicion that the child is a victim of abuse or neglect:

Counselor punched child in public view of the class he was supervising.

If known, provide information concerning any previous injury, sexual abuse, or neglect experienced by this child or other children in this child's family, including any previous action taken in response:
None known

State other information that may be helpful in establishing the cause of the child's status:
No information available

Signature and Title of Person Making Report: Signed Here Date: January 1, 2013

Distribution: [Insert the name, address, telephone number, facsimile number, and e-mail address of local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A]

J. REMOVAL AND PLANTING OF VEGETATION AND OTHER RESOURCES (D-5).

This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the Authorized Officer or the Authorized Officer's designated representative has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the Tonto National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the Authorized Officer. Trees, shrubs, and other plants may be planted within the permit area with prior written approval of the Authorized Officer.

K. NOXIOUS WEED AND EXOTIC PLANT PREVENTION AND CONTROL (D-10).

The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by Tonto National Forest. The holder shall follow prevention and control measures required by Tonto National Forest. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

L. GT - ALTERATION OF FEDERALLY OWNED IMPROVEMENTS (D-16).

If during the term of this permit any Federally-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset.

M. HERBICIDE AND PESTICIDE USE (D-18).

Herbicides and pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, or fish without the prior written approval of the Authorized Officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the Authorized Officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

N. WATER WELLS AND ASSOCIATED PIPELINES (D-23).

1. State and Local Documentation for Water Wells. The holder shall obtain all required State and local water permits, licenses, registrations, certificates, and rights for existing and proposed water wells and shall provide a copy of this

documentation to the Authorized Officer. For proposed water well construction, development or redevelopment, this documentation shall be provided prior to commencement of work.

2. Water Well Construction and Development. For water well construction and development (or redevelopment), the holder shall prepare a well construction and development plan and submit it to the Authorized Officer for approval. The well construction and development plan must have written approval from the Authorized Officer before well construction or development commences. The holder shall follow applicable Federal, State, and local standards for design, construction, and development of new wells or redevelopment of existing wells. If these standards do not exist, the holder shall follow applicable standards issued by the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), or National Ground Water Association (NGWA). The construction and development plan must identify all potential sources for any proposed water injection during well construction and development. Only non-chlorinated, potable water may be injected during construction and development of wells that will be used for monitoring or water withdrawal. Copies of all documentation for drilling, constructing, or developing wells, including all drilling, boring, and well construction or development logs, shall be provided to the Authorized Officer within 60 days of completion of work.

3. Water Conservation Plan. For new or redeveloped wells, as part of a well development plan, the holder shall prepare and submit for written approval by the Authorized Officer a water conservation plan utilizing appropriate strategies to limit the amount of water removed from National Forest System lands.

4. Water Well Decommissioning. The holder shall properly decommission and abandon all water wells that are no longer needed or maintained in accordance with applicable Federal, State, and local standards for water well abandonment. If these standards do not exist, the holder shall follow applicable standards issued by the ASTM, AWWA, or NGWA. At least 30 days prior to initiation of well decommissioning, the holder shall submit a well decommissioning plan to the Authorized Officer. The well decommissioning plan must have written approval from the Authorized Officer before well decommissioning commences. All documentation of well decommissioning shall be provided to the Authorized Officer within 60 days of completion of the work.

O. WATER FACILITIES AND WATER RIGHTS (D-24).

1. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System lands may be initiated, developed, certified, or adjudicated by the holder unless expressly Authorized in this permit. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the [recreation residence, resort, marina, or other use] Authorized by this permit. If the use of any water facilities in connection with this [recreation residence, resort, marina, or other use] ceases, the authorization to use any associated water facilities also ceases. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on National Forest System lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly Authorized in this permit shall result in termination of the authorization for that water facility.

2. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state, local, or other law and all water rights otherwise recognized under state law. Any necessary water rights must be acquired and maintained by the holder in accordance with State law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on National Forest System lands for use on National Forest System lands, whether Authorized or unAuthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring water rights shall be the responsibility of the holder and not the responsibility of the United States.

P. FIRE-CONTROL PLAN (F-20).

The holder shall prepare a fire plan for approval by the Authorized Officer which shall set forth in detail the plan for prevention, reporting, control, and extinguishing of fires on the authorized areas and within the holder's area of responsibility defined on an attached map. Such plans shall be reviewed and revised at intervals of not more than three (3) years.

Q. SECONDARY USE ROADS. (G-1).

1. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations previously approved by the Authorized Officer.
2. Only the Authorized Officer may extend rights and privileges for use of the road constructed on the premises to other non-Federal users on the condition that such users shall pay a fair share of the current replacement cost less depreciation of the road and any reconstruction costs necessary to accommodate its use.
3. The Forest Service retains the right to use and occupy the right-of-way and to allow others to use the right-of-way in any way that is not inconsistent with the holder's existing rights and privileges after consultation with all parties involved.

R. COOPERATIVE UTILITY EXPENSES (X-14).

The holder shall pay the holder's proportionate share of the cost to operate and maintain utilities, such as waste treatment or water systems, that are owned and operated by the Forest Service and that serve the permit area, and the cost of utilities, such as electricity and telephone service, that are paid for by the Forest Service and that serve the permit area. The holder shall deposit funds into a cooperative account at times and in amounts specified by the Authorized Officer to cover the holder's proportionate share of the cost of these utilities and services. Any amounts deposited exceeding the cost of these utilities and services shall be refunded to the holder.

S. USE BY OTHER GROUPS (X-16).

This authorization is issued with the understanding that the holder will make the camp and facilities available for use by other groups and organizations to the extent possible to obtain the greatest total use during the year: Provided, that the use by other groups does not conflict with the scheduled use by the holder. The holder will furnish the Authorized Officer annually on or before October 1, a schedule of use, organizations using, and planned number of users.

T. SIGNS (X-29).

Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

**Tim R. Humphrey
Chairman, Gila County
Board of Supervisors**

HOLDER NAME, PRECEDED BY NAME AND TITLE OF PERSON SIGNING ON BEHALF OF HOLDER, IF HOLDER IS AN ENTITY	SIGNATURE	DATE
---	-----------	------

APPROVED:

NEIL BOSWORTH
FOREST SUPERVISOR

NAME AND TITLE OF AUTHORIZED OFFICER	SIGNATURE	DATE
--------------------------------------	-----------	------

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

EXHIBIT 1

DESCRIPTION OF PROJECT

Authorization ID: PLV207
Contact ID: GILA,COUNTY
Expiration: 12/31/2040

Exhibit 1

Description of Project	Due Date	Estimated Cost
Water system testing/reporting/inspections	12/31/2021	\$4,740
Road/Bridge repair and maintenance	12/31/2021	\$2,000
Building repair and maintenance	12/31/2021	\$41,560
	Total:	\$48,300

APPENDIX B

GRANGER-THYE SUPPLEMENT TO

SPECIAL USE PERMIT OFFSET FEE AGREEMENT

PLEASANT VALLEY ADMINISTRATIVE SITE

Authorization ID: PLV207
Contact ID: GILA,COUNTY
Expiration: 12/31/2040

**APPENDIX B
GRANGER-THYE SUPPLEMENT TO**

**SPECIAL USE PERMIT FS-2700-4
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**

Granger-Thye Fee Offset Agreement for the Pleasant Valley Administrative Site – Calendar Year 2021

This annual Granger-Thye (GT) Fee Offset Agreement is the initial agreement between Gila County and the U.S. Department of Agriculture, Forest Service, Tonto National Forest, Payson/Pleasant Valley Ranger Districts. This annual GT Fee Offset Agreement is made between Gila County (the holder) and the Forest Service under section 7 of the GT Act, U.S.C. 580d, and clause IV.E of the special use permit issued to the holder on XXXX (the permit). Any fee offset work that has been performed or is being performed under the superseded Annual GT Fee Offset Agreement may be submitted under the Annual GT Fee Offset for consideration of credit against the holder's permit fee.

The estimated annual permit fee is \$36,157.00, 100% of that fee may be offset by the cost of Government maintenance and reconditioning projects listed on the following page (exhibit 1).

In accordance with this agreement these projects shall be completed by the Holder by December 31, 2021. The Forest Service may modify any projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the Holder's permit fee. Standards for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, travel, vehicles, equipment, materials, supplies, and subcontracts associated a GT fee offset project.

Upon determination by the Forest Service that a project has been satisfactorily completed by the Holder, the Holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed, dated, and shall state that failure to sign the certification shall void the fee offset claim. The Forest Service shall verify the documentation before giving any credit against the Holder's permit fee and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

Gila County

U.S. Department of Agriculture, Forest Service

Authorized Representative

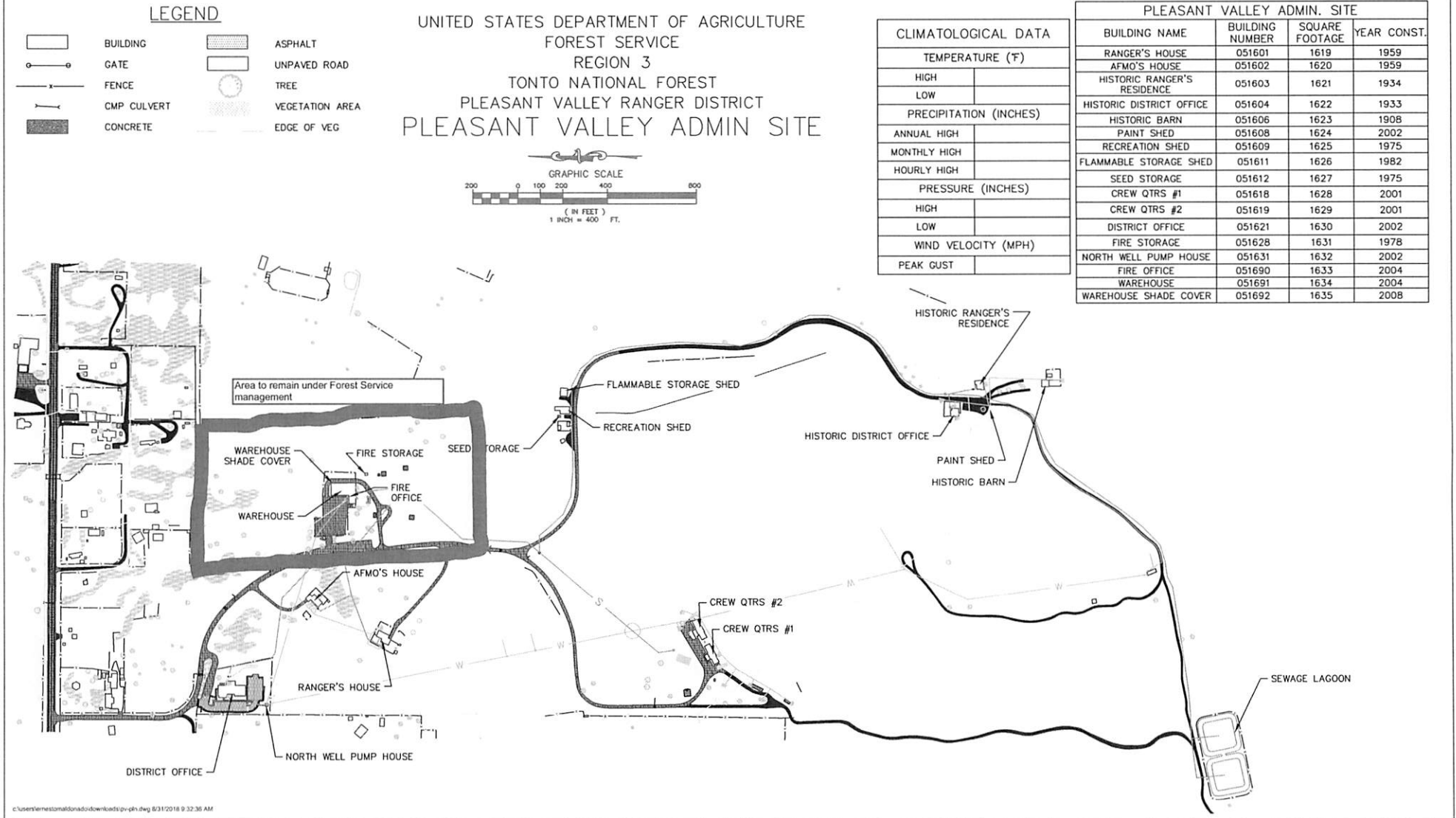
Authorized Representative

Date:

Date:

SITE DEVELOP PLAN
PLEASANT VALLEY ADMIN SITE

APPENDIX B



c:\user\limestom\ad\downloads\p\gh.dwg 8/31/2018 9:32:38 AM



R-3

Approved By: _____
Forest Supervisor
Forest Engineer
District Ranger

Drawn K. GOODE
Design USDA
Checked L. MURPHY
Reviewed T. TORRES

Forest
TONTO NATIONAL FOREST
Project Name
SITE DEVELOPMENT PLAN

Sheet Title
PLEASANT VALLEY ADMIN. SITE
Scale
Sheet Number
1

OPERATING PLAN
FOR SUPERVISION OF CHILDREN

Operating Plan for Supervision of Children.

In the event that Gila County employees, agents, or contractors learn of facts that give reason to suspect that a child under the age of 18 has suffered physical or mental injury, sexual abuse or exploitation, or negligent treatment (child abuse), they shall as soon as possible report the child abuse to the Gila County Sheriff's Office and as soon as practicable thereafter to the Authorized Officer.

Gila County Sheriff's Office:

1425 E. South St., Globe, AZ 85502

928-402-4373 or 911

Gila County employees who work with children under the age of 18 at the Pleasant Valley Administrative Site will:

- undergo a criminal background check
- be informed yearly of the positive requirement to report suspected child abuse
- be informed yearly of the location of posted training on the signs of child abuse and form for reporting child abuse.

REPORTING FORM
SUSPECTED CHILD ABUSE OR NEGLECT

Reporting Suspected Child Abuse or Neglect

**AUTHORITY:
Crime Control Act of 1990 (42 U.S.C. 13031)**

Information on suspected child abuse or neglect that the holder or the holder's agent obtains should be reported to the Gila County Sheriff's Office Retain a copy for your records. Some of the information obtained in this type of reporting may be subject to protection by the Privacy Act 5 U.S.C. sec. 552a.

Date of Initial Call(s):

Name, Title, Organization, Address, Telephone Numbers, Fax Number, and E-Mail Address of Persons Contacted:

Action Taken in Response:

Date of Follow-Up Call(s) or Other Contacts:

Name, Title, Organization, Address, Telephone Numbers, Fax Number, and E-Mail Address of Persons Contacted:

Action Taken in Response:

Permit Holder's Name, Address, and Telephone Numbers:
Gila County, 1400 E. Ash Street, Globe, AZ 85501 928-425-3231

Child's Complete Name, Including Middle Initial Gender Age Date of Birth

Child's Address and Telephone Numbers:

Name of Child's Parents or Guardian:
Relationship:

Parents' or Guardian's Address and Telephone Numbers:

Name of Persons Suspected of Abuse or Neglect:
Relationship:

Address and Telephone Numbers of Persons Suspected of Abuse or Neglect:

Check all that apply:

☐ Physical Injury ☐ Sexual Abuse ☐ Emotional Neglect or Abuse
☐ Physical Neglect ☐ Other (specify):

State the nature and extent of the current injury, neglect, or sexual abuse to the child in question and the circumstances leading to the suspicion that the child is a victim of abuse or neglect:

If known, provide information concerning any previous injury, sexual abuse, or neglect experienced by this child or other children in this child's family, including any previous action taken in response:

State other information that may be helpful in establishing the cause of the child's status:

Signature and Title of Person Making Report:

Signed Here Date:

Distribution:

I. Introduction

This Operating Plan further defines the lease agreement developed between Gila County and the Tonto National Forest pursuant to Section 111 of the National Historic Preservation Act of 1966 (54 U.S.C. §306121) for facilities located at the Pleasant Valley Administrative Site within the Tonto National Forest, in Gila County, State of Arizona. This Business Plan shall be attached as Appendix (something) to the Section (something) Pleasant Valley Administrative Site Lease.

II. Description of Pleasant Valley Administrative Site

The Pleasant Valley Administrative Site is located within the Tonto National Forest in Gila County, Arizona. It is closest to the community of Young, Arizona. The nearest cities to Young are Payson, 60 miles by road to the northwest, and Globe/Miami 65 miles to the south.

The Pleasant Valley Ranger Station, also known as the Pleasant Valley Administrative Site, in the Tonto National Forest was built in 1919. It was listed on the National Historic Register of Historic Places (NHRP) in 1993 for its architecture.

It was designed by architects of the United States Forest Service, who employed Bungalow/Craftsman style. The NHRP listing included 5 contributing buildings and two contributing structures, which served as institutional housing and government office space on two acres.

III. Subject Buildings & Lease Area

The buildings that are the subject of this lease agreement and business plan are numbered and titled as follows:

- Building No. 051601 – Ranger’s House
- Building No. 051602 – AFMO’s House
- Building No. 051603 – Historic Ranger’s Residence
- Building No. 051604 – Historic District Office
- Building No. 051606 – Historic Barn
- Building No. 051608 – Paint Shed
- Building No. 051609 – Recreation Shed
- Building No. 051511 – Flammable Storage Shed
- Building No. 051612 – Seed Storage
- Building No. 051618 – Crew Quarters #1
- Building No. 051619 – Crew Quarters #2
- Building No. 051621 – District Office
- Building No. 051631 – North Well Pump House
- Water and Sewer System
- Roads within the Administrative Site

In addition to the building structures themselves, the authorized lease area includes areas adjacent to and between the above listed buildings.

IV. Mission, Goals & Objectives

This lease agreement provides an opportunity for the County and its citizens to utilize the Pleasant Valley Administrative Site and its buildings to further the County's own mission and goals, which include the following:

Gila County – Mission and Goal: to re-purpose and develop the existing Pleasant Valley Administrative Site into a retreat for veterans and their families. This beautiful site would provide a peaceful respite for veterans suffering from disabilities such as PTSD. Services to veterans and their families by subleasing to a non-profit that will help revive the Pleasant Valley Admin Site, the community of Young and the greater Gila County community; to preserve, restore and maintain the character of the Pleasant Valley Administrative site,

In addition, the parties to this agreement are concerned that the buildings at the Pleasant Valley Administrative Site, some approaching 100 years old, are deteriorating and in need of immediate maintenance and repair. A secondary goal of this lease agreement is to stabilize the buildings from further deterioration through a program of occupancy and use which will necessarily involve interim winterization, repairs and maintenance and as possible, restoration and/or rehabilitation in accordance with the Secretary of Interior's *Standards for the Treatment of Historic Properties*, and as authorized by the Arizona State Historic Preservation Officer (SHPO).

V. Roles and Responsibilities

To fulfill the goals and responsibilities of the Pleasant Valley Administrative Site lease, there are two critical partners: the US Forest Service Tonto National Forest and Gila County.

A. United States Forest Service – Tonto National Forest

The Tonto National Forest encompassing 2,873,200 acres is the largest of the six national forests in Arizona and is the fifth largest national forest in the United States. The forest has diverse scenery, with elevations ranging from 1,400 feet in the Sonoran Desert to 7,400 feet in the ponderosa pine forests of the Mogollon Rim. The Tonto National Forest is also the most visited urban forest in the United States.

The boundaries of the Tonto National Forest are the Phoenix metropolitan area to the south, the Mogollon Rim to the north and the San Carlos and Fort Apache Indian Reservation to the east. The Tonto is managed by the USDA Forest Service and its headquarters are in Phoenix. There are local ranger district offices in Globe, Mesa, Payson, Roosevelt, Scottsdale and Young. The Pleasant Valley Admin site is located within the Payson Ranger District.

The Forest Service actively supports adaptive reuse of existing historic facilities, including repurposing and rehabilitation as opportunities become available. Repurposing currently vacant

buildings will allow for building rehabilitation and use that will support preservation of architectural and historical qualities of the site. Rehabilitation includes environmentally friendly methods and preservation consistent with the Secretary of Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.

Roles:

The US Forest Service, Tonto National Forest, currently owns all the subject properties within this lease and will act as lessor for all of the authorized improvements within the lease area, as depicted in Appendix A ??? of the lease and as described in Section ??? of the Business Plan.

Responsibilities:

1. Ensure agreements and business plans preserve the historic importance and integrity of the Forest Service-owned buildings and grounds comprising the Pleasant Valley Administrative Site.
2. Provide technical skills and knowledge for historic preservation, in consultation with SHPO.
3. Maintain street lighting, as currently available.
4. Provide information on existing hazardous materials, including but not limited to, heating and oil tanks, lead paint and asbestos. If the County remediates hazardous materials, the value of the work may be credited against the lease cost.
5. Cooperate with the County and its agents to identify and apply for grant funding for the Pleasant Valley Admin Site.
6. Schedule and coordinate annual meetings with Gila County, its designated agents, SHPO and sub-lessees to:
 - a. Agree on the scope of work for each building's treatment;
 - b. Based on funding availability from subleased income, determine priority projects for the next six months to a year;
 - c. Identify completed work that is applicable to offset the lease annual rent, and approve such offset work and monetary offset credits, as appropriate;
 - d. Review any reports and/or documentation of expenses associated with completed creditable offset work.
7. Ensure Gila County allows sub-lessees to attend and participate in said annual meetings with the Forest Service as outlined above (No. 8).

B. Gila County

Gila County is located in the central part of the state of Arizona and has a total area of 4,795 square miles and contains parts of the Fort Apache Indian Reservation and the San Carlos Indian Reservation. The county was formed on February 8, 1881.

Roles:

Gila County shall lease and assume general maintenance and operations for all of the authorized improvements within the lease area, as depicted in the lease and as described in this operating plan.

Responsibilities:

1. Serve as the operator of all of the subject buildings listed in Section III of this Business Plan.
2. Perform regular maintenance on buildings, as available funding allows.
3. Perform landscaping maintenance within the lease area, as depicted in the lease, on an as needed basis.
 - a. Mowing lawns
 - b. Removal of downed branches, tree limbs or other downed vegetation
 - c. Planting of vegetation is generally not permitted, unless otherwise approved by the Forest Service
 - d. Any other landscaping needs as approved on a situational basis by the Forest Service
4. Maintain all access roads, weather conditions permitting, in good working order.
5. Maintain all federal and state permits for water and sewer systems.
6. Consult with the Forest Service heritage specialist to ensure repair and maintenance tasks adhere to standards to protect characteristics of the historic structures.
7. Act as the primary party to sublease and collect rental income from the leased properties. Rents to be held in a separate reserve account, and used solely for the Forest Service owned properties within the Pleasant Valley Admin site. Any other uses of these funds will be negotiated by the parties of this lease. Property management, contract labor, materials and administrative fees may be withheld from this account only if clearly identified on financial statements. Annual statements and reporting of activities shall be submitted for review to the US Forest Service by March 30th of each calendar year.
8. Obtain advance approval from the Forest Service for any proposed uses that involve hazardous substances.
9. Cooperate with USFS to identify and apply for grant funding and/or applicable tax incentives for the Pleasant Valley Admin Site, inside and outside of leased premises.
10. Attend and participate in biannual meetings with the USFS, the county's own designated agents, SHPO and sub lessees to:
 - a. Provide recommendations for the scope of work for each building's future treatment (s);
 - b. Based on funding availability from subleased income, assist in determining priority projects for the next six months to a year;

- c. Identify completed work that is applicable to offset the lease annual rent;
- d. Provide any reporting and/or documentation of expenses associated with completed creditable offset work to the Forest Service.
- e. Other items as needed.

11. Allow sub-lessees to attend and participate in said biannual meetings with the Forest Service as outlined above.

VI. Operations

Daily operations, including maintenance, property management, and utilities operations will be implemented by the County or the County's designated agent. As needed, the County or the County's designated agent will coordinate temporary uses involving multiple buildings, such as for larger workshops, trainings, and conferences.

The USFS will consider requests to use other USFS owned buildings within the greater Pleasant Valley Admin site, that are not subject to this lease, for such complex and larger uses, if available.

A. Subleasing

All of the subject leased buildings may be subleased by the County. Rentals will be managed and coordinated by the lessee, or the lessee's designated agent.

VII. Terms and Conditions

Refer to the lease for stipulations regarding property damage, rent offsets, health and safety, indemnification, insurance, nondiscrimination, termination, and nonexclusive use and all other associated terms and conditions.

A. Amendments

This Business Plan may be amended in whole or in part by the US Forest Service and Gila county when such action is necessary to incorporate new terms, conditions and stipulations as required by operation, law, regulation, or policy.

B. Future Planning & Operations

The parties to this agreement will annually revisit this operating plan to incorporate additional buildings that may become available during the year and to update terms and conditions as necessary.

Should any of the leased Forest Service owned buildings leave federal ownership, any current sublease agreements will be respected until the duration of the sublease's stated term expires or the sublease is otherwise terminated, subject to provisions of said sublease.

All other future and operational needs will be determined and discussed at the joint biannual meetings between the Forest Service and Gila County.

Estimated Maintenance Costs

Buildings (see attached list)

Assessed Value: \$737,378 X .05 \$36,869

Water and Wastewater

Water testing/reporting \$317 monthly X 12 \$3,804

Monthly inspections \$78 monthly X 12 \$936

Total annual fees **\$4,740**

Roads and bridge

Blading/repair as needed **\$2,000**

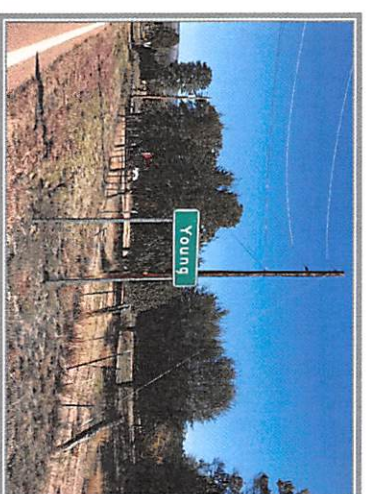
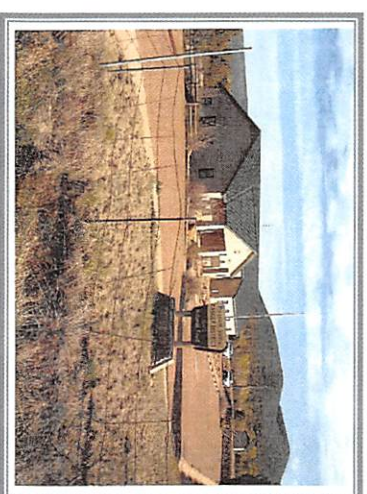
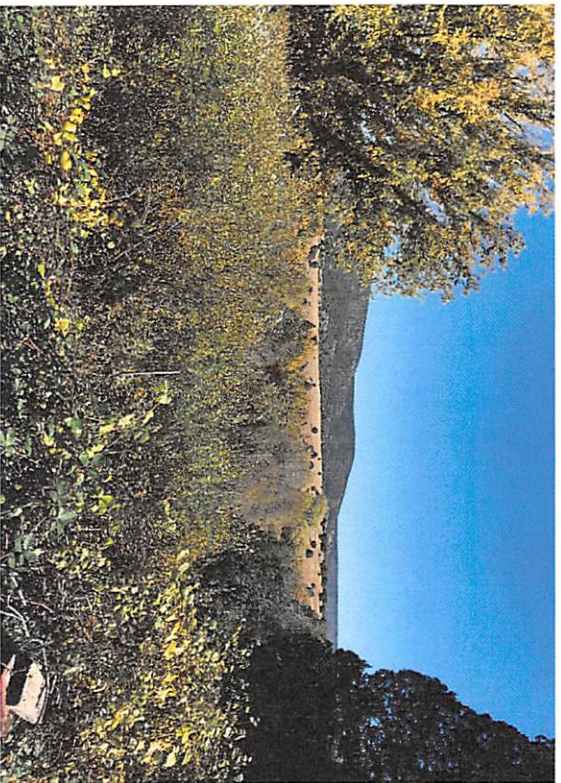
Caretaker Costs

\$20 per hour X 2,080 hours \$42,600

(less 80 hours vacation/sick) 1,040

\$40,560

Pleasant Valley Ranger District Special Use Permit



Leased Site Description

- 6,000 square foot administrative building
- 2 ranch style homes
- Historic buildings that include: Ranger's Residence, District Office, Barn
- Ms. small storage buildings
- 2 crew quarters that sleep 10 each with kitchen and bath areas
- North well pump house
- Water and sewer system
- 80 acres
- The USFS will continue to maintain firefighters during the fire season at the Ranger Station.



Long Term Plans

The Conditional Use Permit will allow us to begin providing services to veterans while we continue to pursue the ultimate goal of the land conveyance to Gila County from the USFS. This unique site provides a number of opportunities for various veteran related treatment programs. It would also provide an economic stimulus for the community of Young.

MC1

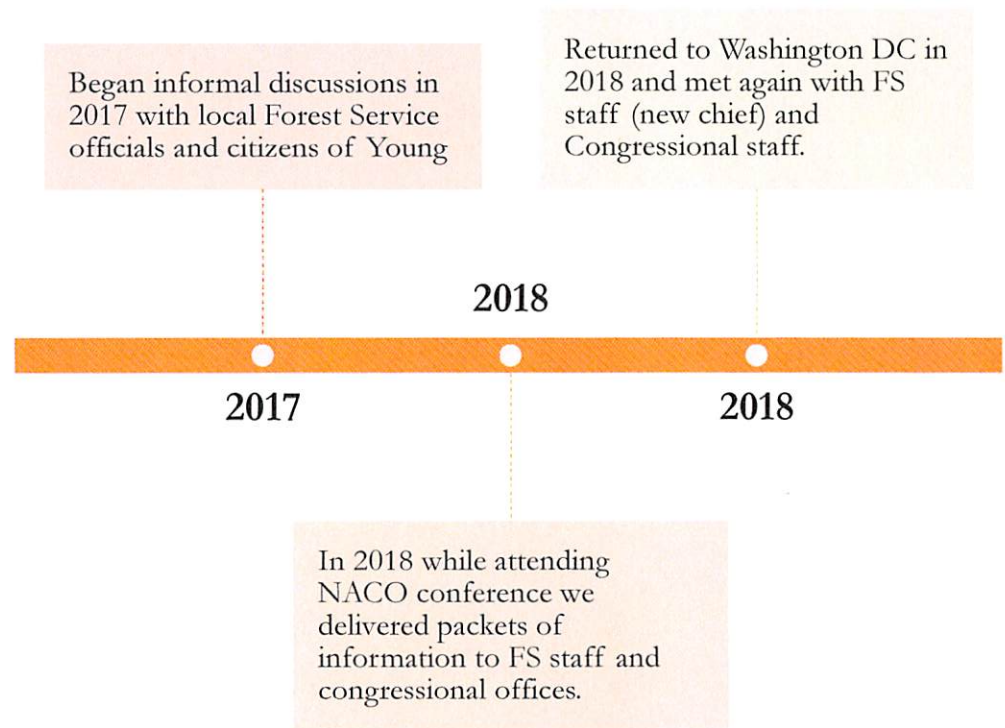


This Photo by Unkown Author is licensed under CC BY-NC-ND

Slide 3

MC1 Melvin, Cathy, 7/14/2021

2018



2018 Continued

Hired Palmer Miller (well known veterans advocate and former staff person to Ann Kirkpatrick & Tom O'Halloran) to assist in outreach activities with congressional staffers and veterans' groups;

Palmer attended numerous meetings and events to garner interest and support for our efforts regarding the acquisition of the PV Admin Site;

District 3 continued to perform outreach activities and research for the project including working with a I'S district in Washington that was working on a similar project.

March 2019

Back to Washington, DC!
Where we continued to
cover all bases.

Met with Gosar's
Legislative Director and
he assured us that this was
a priority of their office
this legislative session.

Also met with Veteran's
Administration staff/very
interested and suggested
we tie in rural vet services
;

Met again with F'S staff in
the Lands and Realty
Management Department
to discuss acquisition;

They advised that
requesting without
"consideration" is not
normally done.

2020

Tonto FS Supervisor Neil Bosworth suggests a 20-year Conditional Use Permit.

Site contains historic structures indicating a SHPO consult was in order.

March 2020 a SHPO consult was conducted and a Scope of Work was developed for immediate concerns regarding historic structures as well as long term care of the buildings. The Scope of Work was given final approval in June 2020

In the fall of 2020 the FS requested that we put together an Operating Plan that would become part of the lease.

2021

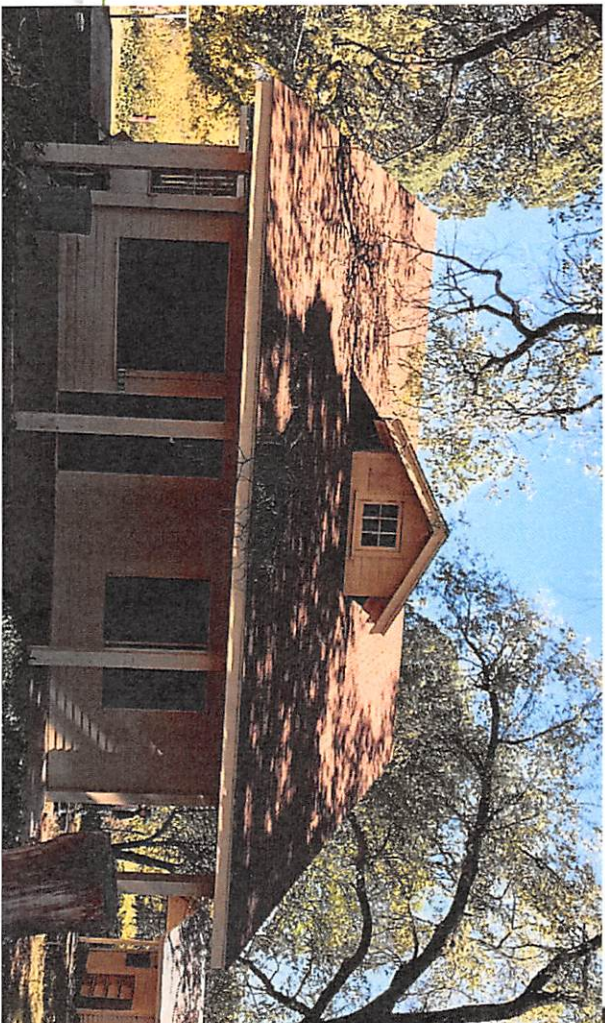
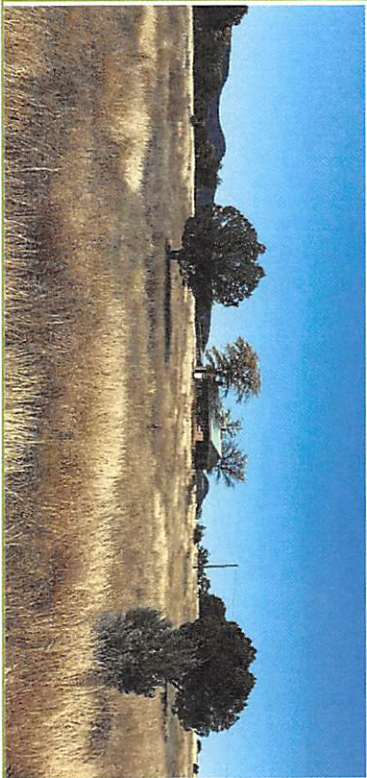
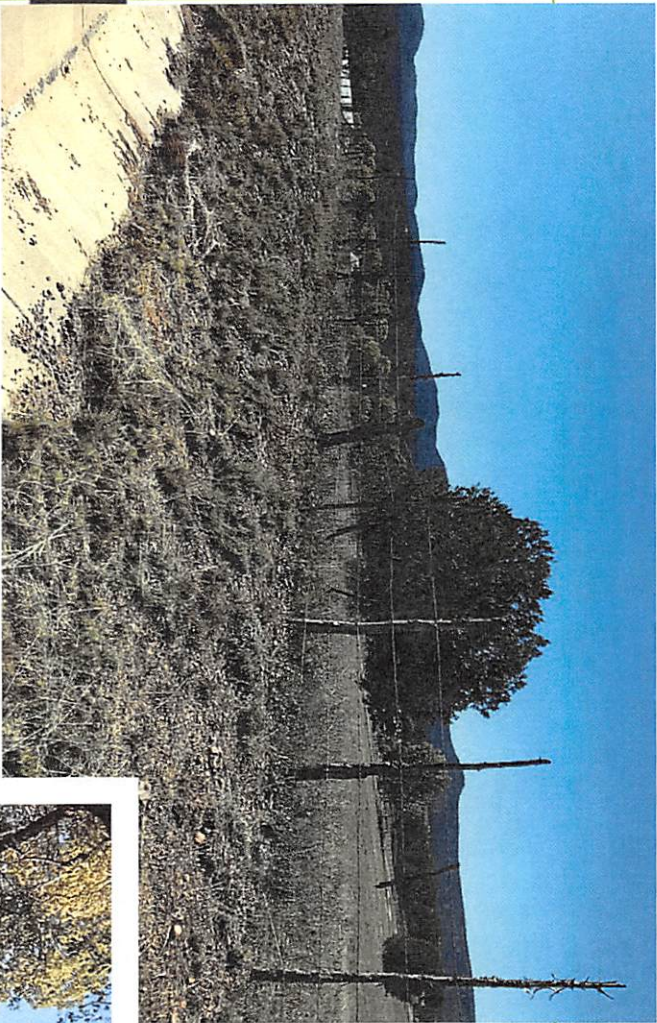
Revisions were made to the Operating Plan and approval received from FS staff.

In June we received the finalized Conditional Use Permit from the FS.

Operating Plans

A non-profit will be developed, and a board selected to oversee the day-to-day operations including fund-raising efforts.

We currently are working with a gentleman that we believe will be the ideal person to manage the project. He comes with a lot of fund-raising and management experience.

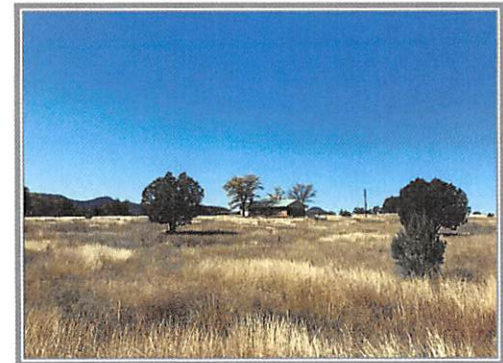


Continuing...

We are continuing to work with Congressional staff from Rep. Gosar's office and with Senator Kelly's office.

Rep. Gosar's office is working on the map and legal description with the USFS to include with the bill that they will be presenting soon.

Senator Kelly's office will introduce a bill in the Senate that mirrors Gosar's bill.



ARF-6813

Regular Agenda Item 4. G.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Michael O'Driscoll, Director

Submitted By: Josh Beck, EM/PHEP Manager

Department: Health & Emergency Management Division: Health Services

Information

Request/Subject

Approval of the Health Literacy Initiative; addressing COVID-19 pandemic in underserved communities grant

Background Information

As part of President Biden's National Strategy for the COVID-19 Response and Pandemic Preparedness today, the Administration is announcing an effort to invest \$250 million to encourage COVID-19 safety and vaccination among underserved populations. The U.S. Department of Health and Human Services (HHS) Office of Minority Health (OMH) will offer the funding as health literacy grants to localities, who will partner with community-based organizations, to reach racial and ethnic minority, rural, and other vulnerable populations. The new initiative is expected to fund approximately 30 projects in urban communities and 43 projects in rural communities for two years. Recipients are expected to develop a disparity impact statement using local data to identify underserved populations at the highest risk for health disparities, low health literacy, and not being engaged or reached through existing public health messages and approaches for promoting COVID-19 public health recommendations. They will create and put into action a health literacy plan, partnering with community-based organizations and adhering to culturally and linguistically appropriate standards, to increase the availability, acceptability, and use of COVID-19 public health information and services by underserved populations and others considered vulnerable for not receiving and using COVID-19 public health information.

The Gila County Public Health Department was notified about this grant opportunity on March 15th, 2021 by Senator Sinema's office. After reaching out to our consultant list, ASU and U of A, and our local stakeholders the decision was made to complete an expedited contract for the May 20, 2021 application deadline. The grant opportunity allows for 73 awards of up to 3 million dollars each. The Gila County application is for \$2,571,740 with no match required. This sum includes \$1,750,000 in mini-grant for local Gila County organizations. The anticipated grant period will be July 1, 2021, to June 30, 2023.

On June 1, 2021, The Gila County Board of Supervisors approved the application for the Health Literacy Initiative; addressing COVID-19 Pandemic in Gila County's underserved communities grant.

On July 1, 2021, The Department of Health & Human Services Office of Minority Health signed the disposition letter of approval awarding Gila County an award in the amount of \$2,571,740 for the period of July 1, 2021, through June 30, 2023. Gila

County was officially notified on July 15, 2021, of the award letter.

Evaluation

The Gila County Health and Emergency Management Division will utilize the funding to address health literacy in the underserved populations of Gila County in partnership with Banner Payson Medical Center, Canyonlands Healthcare, Horizon Health & Wellness, Arizona Youth Partnership, Town of Miami - Senior Center, and the Town of Payson Fire Department.

Project partners will work to address the following objectives: (1) Address barriers to accurate and reliable health information during the COVID-19 pandemic, (2) Apply health literacy and plain language principles to improve communication and understanding among vaccine-hesitant and vulnerable populations, and (3) Identify, disseminate or develop COVID-19 resources and responses to meet the literacy, language, and cultural needs of diverse audiences through the development of health impact statements and health literacy action plans.

Conclusion

To utilize this funding opportunity to address health literacy for the COVID-19 pandemic in Gila County's underserved communities, the focus will be on preventing illness and saving lives in Gila County's underserved populations to improve testing, vaccination, and knowledge around COVID-19. Additionally, this funding will be a financial boost to our local community partners who work with underserved populations in their day-to-day activities.

Recommendation

It is the recommendation of the Finance Director and the Health and Emergency Management Division Director that the Board of Supervisors accepts the award for the Health Literacy Initiative in the amount of \$2,571,740 with \$1,750,000 dedicated to local organizations that serve underserved communities, and with no match required. This funding will address the COVID-19 pandemic in Gila County's underserved communities from July 1, 2021, through June 30, 2023.

Suggested Motion

Information/Discussion/Action to accept the grant award for Health Literacy Initiative funding in the amount of \$2,571,740 with \$1,750,000 dedicated to local organizations that serve underserved communities which will be used to address the COVID-19 pandemic in Gila County's underserved communities from July 1, 2021, through June 30, 2023. **(Michael O'Driscoll)**

Attachments

Disposition Letter

Notice of Award

Section 1-3 Grant proposal

Section 4; Narrative

Budget



July 1, 2021

Ms. Mary Jane Springer
Chief Financial Officer
1400 E. Ash Street
Public Health and Emer. Mgt
Globe, AZ 85501

Re: Grant Application Number CPI2021003393

Dear Ms. Springer,

The U.S. Department of Health and Human Services (HHS), Office of Minority Health (OMH) is pleased to inform you of the decision to fund your organization under the ***Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19*** initiative. This decision was based on an Independent Review Committee's (IRC) review of your competitive application submitted for the Fiscal Year 2021 Funding Opportunity Announcement for this initiative. The IRC's summary statement for your application is attached.

The attached Notice of Award (NOA) provides formal notification of the funds available to conduct your project. Please carefully review the terms and conditions of the NOA and promptly notify the Grants and Acquisitions Management Division (GAM), Office of the Assistant Secretary for Health (OASH) should you require clarification. You must comply with all terms and conditions outlined in the award letter, including: (1) grant policy terms and conditions contained in applicable HHS Grant Policy Statements; (2) requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; and (3) requirements or limitations in any applicable appropriations laws. By drawing or otherwise obtaining funds for the award from the grant payment system or office, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award. Please reference the grant number cited in the enclosed NOA in all correspondence pertaining to this award.

Stacey Williams is your Project Officer in the OMH Division of Program Operations and is available to provide consultation or program assistance during the period of performance of your project. She can be reached at 240-453-6152 or Stacey.Williams@hhs.gov. Jessica Hall-Shields, Grants Management Specialist in GAM, OASH, is responsible for the business management aspect of the grant and can be reached at 240-453-8839 or Jessica.Shields@hhs.gov.

We wish you great success in implementing your project.

Sincerely,

A handwritten signature in blue ink that reads "Felicia Collins".

Felicia Collins, M.D., M.P.H.
RADM, U.S. Public Health Service
Deputy Assistant Secretary for Minority Health
Director, Office of Minority Health

Attachments

cc: Jessica Hall-Shields, Grants Management Specialist
Sheila James, Regional Minority Health Analyst



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Notice of Award

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

Recipient Information

1. Recipient Name

Gila County
1400 E Ash St
Public Health and Emer. Mgt
Globe, AZ 85501-1483

2. Congressional District of Recipient

01

3. Payment System Identifier (ID)

1866000444A2

4. Employer Identification Number (EIN)

866000444

5. Data Universal Numbering System (DUNS)

074462102

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

Ms. Aimee Staten
astaten@gilacountyaz.gov
928-402-4392

8. Authorized Official

Ms. Mary Jane Springer
Chief Financial Officer
mspringer@gilacountyaz.gov
9284028516

Federal Agency Information

OASH Grants and Acquisitions Management Division

9. Awarding Agency Contact Information

Mrs. Jessica Hall-Shields
Grants Specialist
Jessica.Shields@hhs.gov
240-453-8839

10. Program Official Contact Information

Ms. Stacey L. Williams
Grants Coordinator
Stacey.Williams@hhs.gov
240-453-8444

Federal Award Information

11. Award Number

1 CPIMP211254-01-00

12. Unique Federal Award Identification Number (FAIN)

CPIMP211254

13. Statutory Authority

42 U.S.C. § 300u-6, (Section 1707 of the Public Health Service Act)

14. Federal Award Project Title

Closing the Gap on Covid-19 Through Improving Individual and Organizational Health Literacy

15. Assistance Listing Number

93.137

16. Assistance Listing Program Title

Community Program to Improve Minority Health

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 07/01/2021 - End Date 06/30/2023

20. Total Amount of Federal Funds Obligated by this Action \$2,571,740.00

20a. Direct Cost Amount \$2,557,096.00

20b. Indirect Cost Amount \$14,644.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$2,571,740.00

26. Project Period Start Date 07/01/2021 - End Date 06/30/2023

27. Total Amount of the Federal Award including Approved
Cost Sharing or Matching this Project Period Not Available

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Dr. Scott Moore
OASH Grants Management Officer

30. Remarks

This action awards funding from the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260).



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Notice of Award

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

Recipient Information

Recipient Name

Gila County
1400 E Ash St
Public Health and Emer. Mgt
Globe, AZ 85501-1483

Congressional District of Recipient

01

Payment Account Number and Type

1866000444A2

Employer Identification Number (EIN) Data

866000444

Universal Numbering System (DUNS)

074462102

Recipient's Unique Entity Identifier

Not Available

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$104,604.00
b. Fringe Benefits	\$41,840.00
c. Total Personnel Costs	\$146,444.00
d. Equipment	\$0.00
e. Supplies	\$9,380.00
f. Travel	\$14,116.00
g. Construction	\$0.00
h. Other	\$25,000.00
i. Contractual	\$2,362,156.00
j. TOTAL DIRECT COSTS	\$2,557,096.00
k. INDIRECT COSTS	\$14,644.00
l. TOTAL APPROVED BUDGET	\$2,571,740.00
m. Federal Share	\$2,571,740.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-199CVBE	CPIMP1254C5	MPD-52	41.51	\$2,571,740.00	75-2122-0140



35. Terms And Conditions

SPECIAL CONDITIONS

1. **Medium Risk Designation.** Your project is designated medium risk.

We based this designation on our experience with your prior experience managing awards with the Office of the Assistant Secretary for Health, concerns identified in your most recent single audit, and/or concerns about your proposed treatment of costs under the Cost Principles in 45 C.F.R. part 75. This designation is to protect the Federal Government's interest. We will reevaluate this designation after three months of reporting. This special condition remains in effect until you receive written approval from the Grants Management Officer.

To assure ongoing programmatic progress and financial compliance, you must submit a monthly progress report outlining specific and measurable progress toward meeting the objectives in the approved project work plan. The federal project officer and grants management specialist will provide information regarding the content and format of the report which are intended to supplement the 30-, 60-, and 90-day reporting for this initiative. The reporting period is every 30 days from the project start date. The report must be submitted in the Grant Notes module of Grant Solutions no later than 7 calendar days after the close of the period. For example, for a project beginning July 1, the first reporting period covers July 1 through July 30 and must be submitted no later than August 7.

This requirement is in addition to the standard reporting requirement described in the Standard Terms and Requirements below.

Failure to comply with this or any other Special Condition may result in an enforcement action such as disallowance of funds, drawdown restriction, suspension, or termination. Should we decide to terminate your award prior to the end of the project period based on your material failure to comply with the terms and conditions of the award, we must report the termination to a government-wide integrity and performance system.

SPECIAL TERMS AND REQUIREMENTS

1. **Limitations on Burn-rate.** Funding for this project has been awarded as a single budget period for the entire project period. OASH expects awardees appropriate management of funds including appropriate burn-rates to execute the awarded project in full. To protect the federal interest, OASH is placing a limitation on the burn-rate of the Total Federal Share awarded. Unless prior written approval has been obtained from the OASH Grants Management Officer, the awardee is authorized to drawdown:

- up to 30% of the Total Federal Share in the first 6 months of the project period;
- up to 55% of the Total Federal Share in the first 12 months of the project period; and
- up to 80% of the Total Federal Share in the first 18 months of the project period.

Prior written approval is required from the OASH Grants Management Officer to exceed these limits. Requests will only be considered after reviewing a submitted Budget Revision Amendment including a justification uploaded in Grant Solutions.

2. **Special Reporting.** For the first 6 months of the project, you must submit monthly reports in Grant Notes in Grant Solutions. The calendar month is the reporting period. The reports are due no later



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

than 7 calendar days after the end of the month. Each report shall contain a summary of the previous month's accomplishments, difficulties, and a 30-, 60-, and 90-day outlook table. Your project officer will provide additional guidance regarding optional formats. After the sixth report, the reporting cadence will automatically revert to the quarterly reporting frequency noted in the Reporting Section of this Notice of Award unless your award has a different reporting cadence under Special Conditions. The monthly reporting cadence may be extended as necessary for appropriate monitoring of the project by the Grants Management Officer.

3. **First 30 days.** The following item must be completed and submitted as a Grant Note(s) in Grant Solutions within the first 30 days of the project period.

a. Budget Revision. No later than 30 days after the project period start date, you must submit a revised budget via Grant Notes in Grant Solutions on SF-424A for non-construction projects with a revised, detailed budget justification. The budget must be broken down by year and cover the entire project period.

Awardee and contractor costs must be properly allocated in the budget categories (e.g., contractor salaries assigned to contracts and not awardee employee salaries) and correctly apply the indirect cost rate to the modified total direct costs (MTDC). Budgets must conform to the cost principles in 45 C.F.R. part 75. If you have a negotiated indirect cost rate, you must provide a copy of the documentation to support it.

b. Acquisition Process Timeline. No later than 30 days after the project period start date, you must submit a timeline for your acquisition/contracting process to be used to solicit and execute contracts to support this grant.

c. Staffing Plan. No later than 30 days after the project period start date, you must submit the staffing plan for the project indicating positions already filled as well as those that are currently vacant. You must include the anticipated onboarding dates for positions to be filled to execute the award.

d. Disparity Impact Statement (DIS). No later than 30 days after the project period start date, you must submit a Disparity Impact Statement (DIS) prepared according to the guidance posted by the Office of Minority Health at <https://minorityhealth.hhs.gov/disparities-impact>.

e. Audit Findings. No later than 30 days after the project period start date, you must submit your corrective action plan for any material weakness or material non-compliance finding that relates to internal controls or subrecipient monitoring in your most recent Single Audit.

4. **First 60 Days.** The following item must be completed and submitted as a Grant Note(s) in Grant Solutions within the first 60 days of the project period.

a. Planning Documents. No later than 60 days after the project period start date, you must submit a detailed work plan, a health literacy plan incorporating the National standards for Culturally and Linguistically Appropriate Services in Health and Health Care, and an outcome evaluation plan. The plans should appropriately relate to and build upon each other.

b. Subrecipient Monitoring Plan. No later than 60 days after the project period start date, you must submit a comprehensive subrecipient monitoring plan specific to the subrecipient activities under this project.

5. **First 90 days.** The following item must be completed and submitted as a Grant Note in Grant Solutions within the first 90 days of the project period.



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

- a. Final Confidentiality Plan.** No later than 90 days after the project period start date, you must submit a final confidentiality plan.
- 6. Documentation of Agreements.** You are expected to submit all signed Memoranda of Understanding (MOUs) with all partners within the first 60 calendar days of the project period. Additional partners can and should be added throughout the duration of the award, at which point signed MOUs should be submitted within 10 calendar days of newly established formal partnerships. MOUs should detail roles and responsibilities of each partner.

You must submit a notification for each executed contract that includes a brief description of the contract scope of work, cost breakdown, the date executed, and the performance period of the contract. The notification is due 10 calendar days following execution of the contract. You should not send a copy of the contract.

MOUs, contract notifications, and any other supporting documentation for partners and subrecipients must be submitted via Grant Notes Module in GrantSolutions.

- 7. Institutional Review Board (IRB).** Institutional Review Board (IRB) approvals, when applicable, must be submitted via Grant Solutions Grant Notes within 5 business days of receipt from the IRB. No activities that require IRB approval may take place prior to your receipt of the IRB approval.

STANDARD TERMS

- 1. Compliance with Terms and Conditions.** You must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75, and the SF-269 is now the SF-425), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. By drawing or otherwise obtaining funds for the award from the grant payment system or office, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award. The HHS Grants Policy Statement is available at: <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf> Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are at 45 C.F.R. Part 75.
- 2. Grants Management Officer Prior Approval Requirements.** Certain changes to your project or personnel require prior approval from the Grants Management Officer (GMO). (See Part II, HHS Grants Policy Statement (GPS), any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75). All amendment requests requiring prior approval must be signed by the grantee authorizing official and or PI/PD and submitted through the GrantSolutions Amendment Module. Only responses signed by the GMO are considered valid. If you take action on the basis of responses from other officials or individuals, you do so at your own risk. Such responses will not be considered binding by or upon any OASH Office or HHS component. Any other correspondence not relating to a prior approval item should be uploaded to Grant Notes within the GrantSolutions system. Include the Federal grant number and signature of the authorized business official and the project director on all such correspondence.
- 3. Salary Limitation (Further Consolidated Appropriations Act, 2020, Div. A, Title II, sec. 202).** "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 2021, the Executive Level II salary is \$199,300. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant.cooperative agreement. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

4. Reporting Subawards and Executive Compensation.

A. Reporting of first-tier subawards.

1) Applicability.

Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2) Where and when to report.

You must report each obligating action described in paragraph A.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FFRS). For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) What to report.

You must report the information about each obligating action as specified in the submission instructions posted at <http://www.fsrs.gov>.

B. Reporting Total Compensation of Recipient Executives.

1) Applicability and what to report.

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

a) The total Federal funding authorized to date under this award is \$25,000 or more;

b) In the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §170.320 (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)

2) Where and when to report.

You must report executive total compensation described in paragraph B.1. of this award term:

a) As part of your registration profile in the System for Award Management (SAM).

b) By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1) Applicability and what to report.

Unless you are exempt as provided in paragraph D of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

a) In the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)

2) Where and when to report.

You must report subrecipient executive total compensation described in paragraph C.1. of this award term:

a) To the recipient.

b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1) Subawards, and

2) The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions.

For purposes of this award term:

1) "Entity"

This term means all of the following, as defined in 2 C.F.R. Part 25:



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

- a) A Governmental organization, which is a State, local government, or Indian tribe;
- b) A foreign public entity;
- c) A domestic or foreign nonprofit organization;
- d) A domestic or foreign for-profit organization;
- e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2) "Executive"

This term means officers, managing partners, or any other employees in management positions.

3) "Subaward":

- a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ll .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) "Subrecipient"

This term means an entity that:

- a) Receives a subaward from you (the recipient) under this award; and
- b) Is accountable to you for the use of the Federal funds provided by the subaward.

5) "Total compensation"

This term means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

- a) Salary and bonus.
- b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- e) Above-market earnings on deferred compensation which is not tax-qualified.
- f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

5. **Trafficking in Persons.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104)



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

A. Provisions applicable to a recipient that is a private entity.

- 1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
- 2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - a) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 376.

B. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

- 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 376.

C. Provisions applicable to any recipient.

- 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term
- 2) Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3) You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1) "Employee" means either:
 - a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

- 2) "Forced labor" means:

Labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- 3) "Private entity":



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

b) Includes:

(1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

(2) A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion"

These terms have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)

6. **Whistleblower Protections.** You are hereby given notice that the 48 C.F.R. § 3.908 (related to the enhancement of contractor employee whistleblower protections), implementing 41 U.S.C. § 4712, as amended (entitled "Enhancement of contractor protection from reprisal for disclosure of certain information") applies to this award.

7. Reporting of Matters Related to Recipient Integrity and Performance.

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) If one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 - (1) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (3) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

F. Disclosure Requirements.

Consistent with 45 C.F.R. § 75.113, applicants and recipients must disclose, in a timely manner, in writing to the HHS Awarding Agency, with a copy to the HHS Office of the Inspector General, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

*HHS OASH Grants and Acquisitions Management
1101 Wootton Parkway, Plaza Level
Rockville, MD 20852*

AND

*US Department of Health and Human Services Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES
PO Box 23489
Washington, DC 20026*

URL: <http://oig.hhs.gov/fraud/report-fraud/index.asp>

(Include “Mandatory Grant Disclosures” in subject line)

Fax: 1-800-223-8164 (Include “Mandatory Grant Disclosures” in subject line)

Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. § 75.371 (“Remedies for noncompliance”), including suspension or debarment (See also 2 C.F.R. Parts 180 & 376 and 31 U.S.C. § 3321).



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

8. Intellectual Property.

A. Data. The federal government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under this award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

B. Copyright. The awardee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal government reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

C. Patents and Inventions. The awardee is subject to applicable regulations governing patents and inventions, including government- wide regulations issued by the Department of Commerce at 37 CFR part 401.

9. **Acknowledgement of Federal Grant Support.** When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter “statements”)--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and,

2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by [PROGRAM OFFICE]/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the PROGRAM OFFICE] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by [PROGRAM OFFICE]/OASH/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author (s) and do not necessarily represent the official views of, nor an endorsement, by [PROGRAM OFFICE]/OASH/HHS, or the U.S. Government. For more information, please visit [PROGRAM OFFICE website, if available].

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the OASH federal project officer and the OASH grants management officer.

If the recipient plans to issue a press release concerning the outcome of activities supported by this financial assistance, it should notify the the OASH federal project officer and the OASH grants management officer in advance to allow for coordination.

10.Prohibition on certain telecommunications and video surveillance services or equipment.

A. As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

- 1) Procure or obtain,
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

REPORTING REQUIREMENTS

1. **Financial Reporting Requirement—Federal Financial Report (FFR) SF 425.** Effective October 1, 2020, you must submit your SF-425 to OASH using the Department of Health and Human Services (HHS) Payment Management System for any OASH awards with a project period ending October 1, 2020 or later. Failure to submit the FFR in the correct system by the due date may delay processing of any pending requests or applications.

OASH and the Program Support Center are collaborating in the submission of the SF-425 to reduce the burden on grantees and assist with the reconciliation of expenditures and disbursements, and to allow for timely closeout of grants. Your submission must be through the HHS Payment Management System. SF-425 submissions through Grant Solutions will no longer be accepted for OASH awards.

You must use the SF-425 Federal Financial Report (FFR) for expenditure reporting. To assist in your preparation for submission you may find the SF-425 and instructions for completing the form on the Web at: <http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>. You must complete **all** sections of the FFR.

A. Quarterly FFR Due Date.

Your FFR is due 30 days after the end of each Quarter in the federal fiscal year. That is for the:



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

Quarter ending September 30, your FFR is due October 30

Quarter ending December 31, your FFR is due January 30

Quarter ending March 30, your FFR is due April 30

Quarter ending June 30, your FFR is due July 30.

B. Final FFR Due Date.

Your final FFR covering the entire project is due 90 days after the end date for your project period.

C. Past due reports.

If you have not submitted by the due date, you will receive a message indicating the report is **Past Due**. Please ensure your Payment Management System account and contact information are up to date so you receive notifications.

D. Electronic Submission.

Electronic Submissions are accepted only via the HHS Payment Management System – No other submission methods will be accepted without prior written approval from the GMO. You must be assigned to the grant with authorized access to the FFR reporting Module when submitting. If you encounter any difficulties, contact the HHS Payment Management System Help Desk or your assigned Grants Management Specialist. Please reference the CONTACTS section of NoA Terms and Conditions to locate the name of your assigned Grants Management Specialist.

- 2. Quarterly Progress Report Requirements.** You must submit quarterly progress reports 30 days after the end of each quarter of the performance period unless otherwise required under the Special Terms and Requirements for this award. Your progress reports must address content required by 45 CFR § 75.342(b)(2). **Additional progress reporting may be required under Special Terms and Requirements or Special Conditions as required by statute, regulation, or specific circumstances warranting additional monitoring.** Additional guidance may be provided by the Program Office. Reports must be submitted electronically via upload to Grant Notes in GrantSolutions.
- 3. Audit Requirements.** The Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507) combined the audit requirements for all entities under one Act. An audit is required for all non-Federal entities expending Federal awards, and must be consistent with the standards set out at 45 CFR Part 75, Subpart F ("Audit Requirements"). The audits are due within 30 days of receipt from the auditor or within 9 months of the end of the fiscal year, whichever occurs first. The audit report when completed should be submitted online to the Federal Audit Clearinghouse at <https://harvester.census.gov/facides/Account/Login.aspx>.

CONTACTS

- 1. Fraud, Waste, and Abuse.** The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 1 CPIMP211254-01-00

FAIN# CPIMP211254

Federal Award Date: 06/18/2021

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

2. **Payment Procedures.** Payments for grants awarded by OASH Program Offices are made through Payment Management Services (previously known as the Division of Payment Management) <https://pms.psc.gov/home.html> PMS is administered by the Program Support Center (PSC), HHS. NOTE: Please contact the Payment Management Services to establish an account if you do not have one.

Inquiries regarding payments should be directed to <https://pms.psc.gov/home.html>; or

Payment Management Services, P.O. Box 6021, Rockville, MD 20852;

or 1-877-614-5533.

3. **Use of Grant Solutions.** GrantSolutions is our web-based system that will be used to manage your grant throughout its life cycle. Please contact GrantSolutions User Support to establish an account if you do not have one. Your Grants Management Specialist has the ability to create a GrantSolutions account for the Grantee Authorized Official and Principle Investigator/Program Director roles. Financial Officer accounts may only be established by GrantSolutions staff. All account requests must be signed by the prospective user and their supervisor or other authorized organization official.

For assistance on GrantSolutions issues please contact: GrantSolutions User Support at 202-401-5282 or 866-577-0771, email help@grantsolutions.gov, Monday – Friday, 8 a.m. – 6 p.m. ET. Frequently Asked Questions and answers are available at <https://grantsolutions.secure.force.com/>.

4. **Grants Administration Assistance.** For assistance on **grants administration** issues please contact: Jessica Shields, Grants Management Specialist, at (240) 453-8839, or e-mail jessica.shields@hhs.gov or mail:

OASH Grants and Acquisitions Management Division

Department of Health and Human Services

Office of the Secretary

Office of the Assistant Secretary for Health

1101 Wootton Parkway, Rockville, MD 20852.

Gila County Public Health & Emergency Management

Grant Proposal Submission for Opportunity Number: MP-CPI-21-006

Project Title: Closing the Gap on Covid-19 Through Improving Individual and
Organizational Health Literacy.

1. Statement of Need

Gila County is a rural county¹ with a total area of 4,795mi² located in central Arizona. In recent months, Gila County was leading Arizona's resurgence of new Covid-19 cases and was recognized nationally as a hot spot for Covid-19 infections. Literacy, language, and culture impact the content and outcome of health communication. Gila County has a large vulnerable minority population, with the largest populations being Hispanic or Latinx (any race, 18.7%) and American Indian or Alaska Native (17.8%). Additionally, nearly a third of Gila County residents (28.4%) are age 65 and older (n=15,199). This is a very high proportion of older adults; greater than Arizona at large (17.5%). Covid-19 deaths (82.4%)² in Gila County among those aged 65 years and older account for more than 8 out of every 10 Covid-19 deaths reported. This is above both the Statewide (75.0%) and National (80.0%) Covid-19 reported deaths among ages 65 years and older. Gila County's Covid-19 fatality rate of 402.47 per 100,000 persons is well above the Arizona (236.79 per 100,000)³ and US (173.10 per 100,000)⁴ fatality rates.

Households speaking a language other than English comprise just over one in five (22.2%), with the largest proportion (11.8%) speaking Spanish. Of those Spanish speaking households 9.0% have limited English proficiency per 2019 Census data. The proportion of persons in Gila County who are of low socioeconomic status is much greater than across Arizona. There are 22.5% of Gila County residents living in poverty compared to 14.0% of Arizonans. Nearly half of all Gila residents (45.8%) live at or below 200% of the Federal Poverty Level. Additionally, 10.0% of Gila County residents are uninsured. Appendix E includes data on racial/ethnic minority populations, COVID-19 positivity rates, households with more persons

¹ HRSA. (n.d.). Rural Health Grants Eligibility Analyzer. Retrieved April 7, 2021, from <https://data.hrsa.gov/tools/rural-health>.

² Covid-19 Tribal Deaths (N=64) are excluded due data availability.

³ <https://azdhs.gov/preparedness/epidemiology-disease-control/infectious-disease-epidemiology/covid-19/dashboards/index.php>

⁴ Johns Hopkins University (April 7, 2021). Mortality Analyses: Mortality in the Most Affected Countries. Retrieved April 7, 2021 from <https://coronavirus.jhu.edu/data/mortality>

than rooms, the uninsured population, and populations with limited English proficiency for Gila County.

The disproportionate Covid-19 impact experienced by Gila County is explained in part by the high Social Vulnerability Index (SVI) score of 0.899. When examining the four SVI themes, Gila County has several geographic areas ranking in the Top 4th for vulnerability.⁵ One way to improve the social vulnerability of the community is to develop health literacy skills.⁶ Inadequate population health literacy has been an underestimated problem throughout the Covid-19 pandemic and the resultant infodemic.⁷ It is critical that health literacy capabilities are developed among communities to support the ability to continue to adapt to the continuously changing Covid-19 environment and for longer term improvements to population health. Community level Covid-19 data (stratified by demographics), Partner specific data (e.g., patients or population served), Census Data, and other health indicators will be used to develop the health impact statement.

Improving personal and organizational health literacy will support Gila County's vulnerable populations. It is of utmost importance to ensure that barriers to accurate and reliable health information are addressed and communication and understanding are improved. Working with a unique cadre of partners to reach vulnerable populations who have received incorrect health information or do not trust the messaging received is critical to continue to make gains against Covid-19 and support the disproportionately affected racial/ethnic and vaccine hesitant populations. Enhancing health literacy skills will help Gila's vulnerable populations identify, trust, and act on critical public health information while continuing to navigate Covid-19.

⁵ Centers for Disease Control and Prevention, Agency for Toxic Substances and Disease Registry. (2018) Social Vulnerability Index Interactive Map 2018. Retrieved April 6, 2021, from <https://svi.cdc.gov/map.html>.

⁶ Covid-19: Health Literacy is an Underestimated Problem (April 14, 2020). Retrieved April 12, 2021 from <https://www.thelancet.com/action/showPdf?pii=S2468-2667%2820%2930086-4>.

⁷ Rapid spread of misinformation.

2. Proposed Approach

To improve organizational and individual health literacy, partnerships (Appendix A) have been established that include healthcare, fire and emergency responders, senior centers, and other community-based organizations spread across Gila County to connect with vulnerable populations. Project partners will work to address the following objectives: (1) Address barriers to accurate and reliable health information during the Covid-19 pandemic, (2) Apply health literacy and plain language principles to improve communication and understanding among vaccine hesitant and vulnerable populations, and (3) Identify, disseminate or develop Covid-19 resources and responses to meet the literacy, language, and cultural needs of diverse audiences through the development of health impact statements and health literacy action plans.

Organizational champions from each organization will join a collaborative workshop where project objectives, CLAS Standards, evidence-based health literacy concepts and strategies, and the quality improvement approach (PDCA) will be reviewed to create a common foundational knowledge across all partners. Project partners will be funded to do this work through sub-awards outlined in the project budget in Section 4. During the workshop, partners will work to develop health disparity impact statements that take into consideration data outlined in Appendix E, other community health data, organization specific data for populations served, and any new information that evolves regarding Covid-19. Health impact statements will then be used to to develop health literacy action plans utilizing a standard framework (e.g., Disparities Impact Statement Worksheet from CMS)⁸ targeting vulnerable and vaccine hesitant populations served by each organization. Action plans will use evidence-based and best-practices outlined in the *National Action Plan to Improve Health Literacy* and adhere to CLAS Standards.

⁸ Centers for Medicare and Medicaid Services (2021). Disparities Impact Statement. Retrieved on April 7, 2021 from <https://www.cms.gov/About-CMS/Agency-Information/OMH/Downloads/Disparities-Impact-Statement-508-rev102018.pdf>.

Champions will support implementation, data collection and reporting, problem solving, and ongoing quality improvement activities. Monthly data reporting from partners will provide information on (1) the evidence-based health literacy interventions implemented, (2) the number of community members impacted by the intervention, (3) demographic characteristics of the population served and their alignment with the disparity impact statement, and (4) data (stratified by demographics characteristics) on changes in access, use, and outcomes of Covid-19 vaccination, testing and preventative behaviors. Other data available specific to HP 2030 objectives (HC/HIT-01-03 & IID-D02) focusing on the patient and provider communication and patient decision making related to their care will also be reported.

Evaluators will monitor community Covid-19 vaccination, testing and outcomes data (stratified by demographics) along with quarterly data submitted by partners. Data summaries prepared quarterly will be used to facilitate quarterly reviews with partners to review data reporting/tracking, trends, data-driven recommendations (consideration for data stratified by demographic characteristics), and other opportunities to better target populations in the health impact statements. Action plans will be updated, and changes documented (as needed). The evaluation team will also collect and share feedback from partners and recipients of services (e.g., interviews or focus groups). All partners will be convened in-person bi-annually to review progress, gain insights from other partners, share successes, and ensure that organizations are creating connections for future sustainability. Technical assistance and support will be provided throughout the duration of the project via public health professionals, health literacy experts, evaluation team members, and quality improvement professionals.

3. Organizational Capacity

Gila County does not anticipate any delays in project start-up. Partners have been asked to hold space to come together for the workshop outlined in Section 2. Upon notice of award, additional support for the project will be solicited through a competitive opportunity for a health literacy and project management team to supplement Gila County's team who are hard at work vaccinating Gila County residents.

Project Director/Principal Investigator (PD/PI) - Michael O'Driscoll, Gila County Director of Health & Emergency Management will oversee project personnel, provide logistical and intellectual guidance. In addition, the PD/PI is responsible for directing the project, both intellectually and logistically, and will oversee all activities performed throughout the course of the project lifecycle. The PD/PI is responsible and accountable for the proper conduct of the project including the submission of all required reports.

Project Coordinator - Stella Gore, Public Health Emergency Preparedness Manager will oversee project coordination as the internal point of contact for partners, a project management and health literacy consultant team, and the Minority Serving Institution Evaluation Partner. Project coordinator will also support quarterly reporting and support scheduling and navigating internal processes.

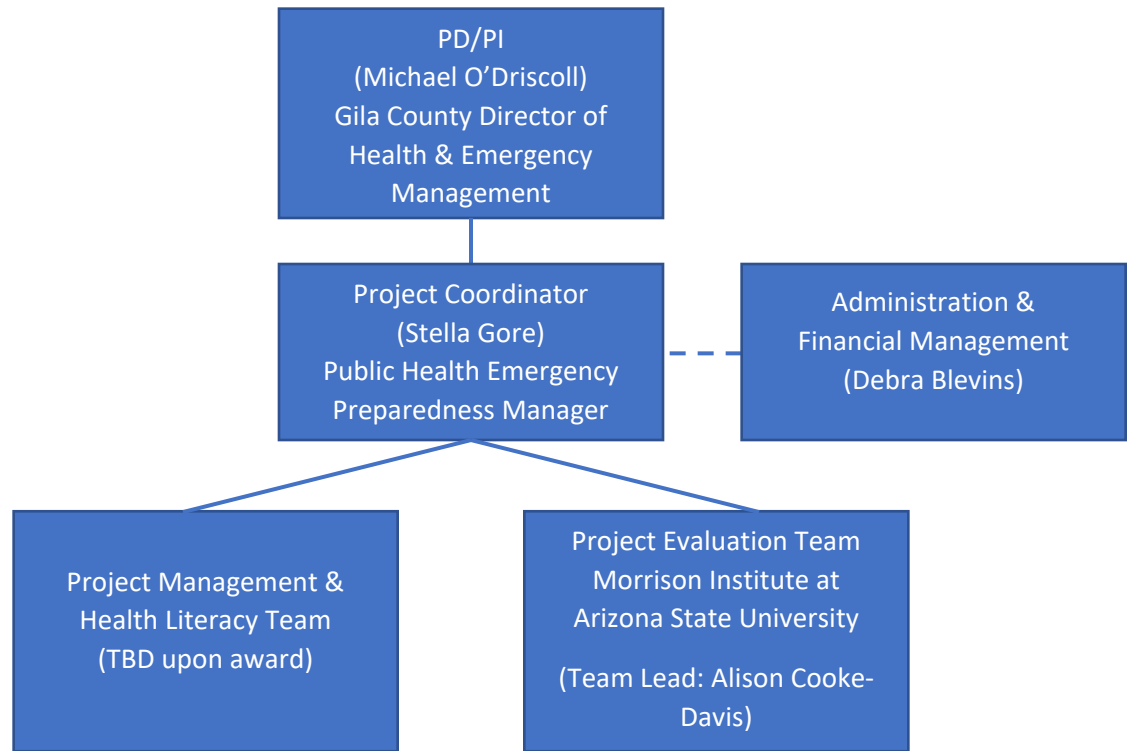
Minority Serving Institution Partner for Evaluation & Quality Improvement - The Morrison Institute for Public Policy at Arizona State University's Watts College for Public Service and Community Solutions is committed to serving as the evaluation partner (Appendix B, Letter of Commitment). Morrison staff (Appendix G) will be responsible for designing the evaluation tools, creating the data collection/submission tool for partners, and providing quarterly data to partners to support the review of progress and quality improvement activities.

Appendix A: Project Partners Table

Project Partners	Organization Focus	Responsibilities
1 Banner Health Payson https://www.bannerhealth.com/locations/payson/banner-payson-medical-center	Banner Payson Medical Center is a community healthcare provider. BPMC is a 25-bed critical access hospital that provides inpatient, outpatient, diagnostic, imaging, medical, surgical, and emergency care to the greater Payson area.	<ul style="list-style-type: none"> • Support & Participate in the Development of a Health Impact Statement • Support & Participate in the Development of, Implementation of, and Updates to the Health Literacy Action Plan • Support Data Collection & Evaluation Activities • Participate In & Support Quality Improvement Activities • Supporting Other Project Activities (as needed)
2 Canyonlands Healthcare https://canyonlandschc.org/	Canyonlands Healthcare is a private non-profit providing quality primary and preventive care. Canyonland's 7 sites are Federally Qualified Health Centers providing primary healthcare needs. Canyonland's mission is to promote healthier lives through affordable, accessible, and integrated primary care.	
3 Horizon Health & Wellness http://www.hhwaz.org/	Horizon Health and Wellness is a non-profit 501(c)(3) integrated health care agency provides an array of inpatient, outpatient and residential services in Pinal, Gila, and Yuma Counties as well as habilitation services in the counties of Cochise, La Paz, Maricopa, and Santa Cruz. Horizon's mission is to provide Integrated Health Care that addresses the whole person and promotes wellness using best practices to enhance the quality of life of the individuals, families, and communities we serve.	
4 Arizona Youth Partnership https://azyp.org/	Arizona Youth Partnership builds solid foundations for youth and families by partnering with Arizona communities to prevent and solve local issues such as substance abuse, youth homelessness, lack of educational opportunities, teen pregnancy, and challenging family dynamics.	
5 Town of Miami - Senior Center https://miamiaz.gov/community-services/senior-center/	The Town of Miami Senior Center serves anyone 50 years of age and older. Individuals are welcome to enjoy activities, lunch, and programming offered by the center.	
6 Town of Payson Fire Department http://www.paysonaz.gov/Departments/fire/fire-index.html	Fire Department's mission is to safely minimize the loss of life and property resulting from fire, medical emergencies, and other disasters through prevention, education, preparedness, and response.	

Appendix B: Letters of Commitment from Each Partner Organization

Appendix C: Organizational Chart



Appendix D: Key Project Personnel Biographical Sketches

Gila County Public Health & Emergency Management Team

Principal Investigator/Project Director: Michael O’Driscoll, Director Gila County Public Health & Emergency Management

Michael O’Driscoll is the Director of Health & Emergency Management for Gila County Arizona. Michael Joined Gila County in 2011 and has more than 30 years of experience in Public Health and Emergency Preparedness. He has been integral in resolving large health disparity issues, vector-borne disease, foodborne outbreaks, ground water contamination, and hazardous materials complaints, among others—mitigating issues and ensuring public safety state-wide, across its various constituency populations. Beginning his public service career in Santa Clara County, CA, in 1989, Michael progressively rose the ranks, holding critical positions at Will and DuPage Counties in Illinois. He has been recognized with outstanding employee awards; won individual citation honors; and has developed numerous key systems and protocols for food safety, day care assessment, multicultural task forces, and intragovernmental communications/alerts systems. Michael spearheaded Gila Counties community response to the COVID-19 pandemic in 2020, coordinating contact tracing efforts, creating, and implementing streamlined vaccination protocols leading Gila County to become the first Local Health Department in the US to begin vaccinating the general population of residents.

Project Coordinator: Stella Gore, Public Health Emergency Preparedness Manager

Stella is an experienced project coordinator with extensive knowledge in public health practices, immunizations, and community education. She has more than 5 years of management experience with an emphasis on staff oversight and community relations and is proficient in case management, contact tracing, client services, and project management. Stella has been critical in the Covid-19 response in Gila County through overseeing the team of disease investigators responsible for handling all Covid positive cases. She has established strong connections with community partners to help support vaccination and other preparedness activities.

Evaluation Team – Morrison Institute at Arizona State University

Alison Cook-Davis, PhD, Evaluation Team Lead

Alison is an Associate Director for Research at Morrison Institute for Public Policy, an applied research institute at Arizona State University. Previously, Cook-Davis was Assistant Director for

Program Evaluation within the Arizona State University Office of Evaluation and Educational Effectiveness. Within her tenure at ASU, Cook-Davis has led research and evaluation activities for over 50 separate grant-funded programs or initiatives focused on the evaluation of student success, outreach impacts, innovative learning techniques, and STEM-related interventions and curricula. Prior to joining UOE, she supported the research and program evaluation efforts of Maricopa County Adult Probation Department, coordinated and executed the research and program evaluation for a large Department of Justice Second Chance Act grant. These efforts included monitoring, assessing, and evaluating the impacts of program outcomes. Cook-Davis holds a Master's degree and Doctorate in Social Psychology from the University of Missouri, Columbia. She also earned Master's in Legal Studies from Arizona State University's Sandra Day O'Connor College of Law.

Kristi Eustice, MS, Senior Research Analyst

Kristi Eustice (she/her/hers) is a Senior Research Analyst at Morrison Institute for Public Policy, an applied research institute at Arizona State University. In her role, Kristi helps conduct research and evaluation projects that inform understanding of key policy issues facing Arizona. Key focus areas include development of healthy relationships and reduction of dating violence among at-risk youth; civic engagement of young voters; the AZ integrated health care system and the intersection mental health, substance use, and homelessness; the disproportionate impact of COVID-19 on extreme heat resilience among communities of color; and evaluation of community-led initiatives. Kristi joined Morrison Institute in December 2020. Previously, she worked as Assistant Director and a Research Analyst for the University Office of Evaluation and Educational Effectiveness at ASU. In this role, Kristi led a team of 6 analysts providing evaluation and research activities for over 35 grant-funded programs or initiatives related to education and community outreach. Additionally, Kristi has experience in project management and data handling on a variety of education and psychology-related research projects. Broadly, Kristi is interested in applied research that aims to positively impact wellness and quality of life in high-risk and underrepresented minority populations.

Appendix E: Gila County Target Population Summary Data

Gila County* Characteristics	N	%
Race⁺		
White	41,171	76.9%
Black or African American	375	0.7%
American Indian or Alaska Native	8,733	16.3%
Asian	439	0.8%
Native Hawaiian and Other Pacific Islander	22	<0.1%
Two or More races	1,622	3.0%
Other	1,184	2.2%
Ethnicity⁺		
Hispanic or Latino (any race)	10,038	18.7%
Not Hispanic or Latino	43,508	81.3%
Household Language Spoken		
Spanish	2,584	11.8%
Other Indo-European languages	503	2.3%
Asian and Pacific languages	156	0.7%
Other languages	1,626	7.4%
Households	21,945	
More than one occupant per room	875	4.0%
Insurance Status[^]		
No Insurance Coverage	5,274	10.0%
Covid-19 Positivity Rate	---	9.0%
Fatality Rate	402.5 per 100,000	---
Covid-19 Cases by Age		
Less than 20 years	1252	19%
20 to 44 years	2204	34%
45 to 54 years	823	13%
55 to 64 years	993	15%
65 years and older	1299	20%
Covid-19 Cases by Race/Ethnicity		
White, Non-Hispanic	2,783	42%
Hispanic or Latino	630	10%
Native American	1,381	21%
Black, Non-Hispanic	35	1%
Asian/Pacific Islander	9	<1%
Other, Non-Hispanic	170	3%
Unknown	1,565	24%
Covid-19 Deaths by Age	N=159 ⁺⁺	
Less than 20 years	***	***
20 to 44 years	***	***
45 to 54 years	***	***
55 to 64 years	20	12.6%
65 years and older	131	82.4%

*Gila County Population 2019 Census Estimate N=53,546 ; ⁺Data from Census Table, DP05 ; [^]Data from Census Table, DP03 ; ***Data suppressed due to N<10; ⁺⁺ Tribal deaths are not included in the age stratification due to data being unavailable. A total of 223 deaths have occurred as of 04/12/21.

Section 4. Budget Narrative

A. Personnel

Provide the following information for the budget narrative and justification:

Key staff positions are identified and outlined in the table below.

FEDERAL REQUEST – Personnel Justification

Position (1)	Name (2)	Key Staff (3)	Annual Salary/Rate (4)	Level of Effort (5)	Total Salary Charge to Award (6)
(1) Project Director/Principal Investigator	Michael O'Driscoll	Yes	\$107,000	10%	\$21,400
(2) Program Coordinator	Stella Gore	Yes	\$53,263	20%	\$21,306
(3) Administration & Financial Management	Debra Blevins	Yes	\$47,980	10%	\$9,596
FEDERAL REQUEST (enter in Section B column 1, line 6a of SF-424A)					\$52,302

FEDERAL REQUEST – Sample Justification for Personnel

1. The Project Director will provide oversight of the grant. This position is responsible for overseeing the implementation of the project activities, internal and external coordination, reviewing materials, and project goals.
2. The Program Coordinator will serve as the internal point of contact, support grant activities, including training, communication, and information dissemination.
3. The Administration & Financial management will support budgetary, financial reporting, payments, and other administrative tasks associated with the grant.

B. Fringe Benefits

FEDERAL REQUEST - Fringe Benefits Narrative

Position (1)	Name (2)	Rate (3)	Total Salary Charged to Award (4)	Total Fringe Charged to Award (5)
(1) Project Director/Principal Investigator	Michael O'Driscoll	40.00%	\$21,400	\$8,560
(2) Program Coordinator	<same as above>	40.00%	\$21,306	\$8,522
(3) Administration & Financial Management	<enter name>	40.00%	\$9,596	\$3,838
FEDERAL REQUEST (enter in Section B column 1, line 6b of SF-424A)				\$20,920

FEDERAL REQUEST – Fringe Benefits Justification

Gila County Public Health & Emergency Management's Fringe benefit rate for full-time employees for years one and two is calculated at 40.0%.

C. Travel

FEDERAL REQUEST – Travel Narrative

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
Health Literacy Action Planning Workshop Travel for Sub-Recipients	Payson, AZ	Mileage	\$.445/mile x 30 persons x 160 miles	\$2,136
Sub-Recipient Bi- Annual Meeting Travel for Sub- Recipients	Payson, AZ	Mileage	\$.445/mile x 30 persons x 160 miles x 2days	\$4,272

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
Lodging for Health Literacy Action Planning Workshop	Payson, AZ	Hotel	\$116/night x 25 persons x 1 nights	\$2,900
Sub-awardee Meals for Health Literacy Action Plan Workshop	Payson, AZ	Per Diem (meals and incidentals)	\$46/day x 30 persons x 2 day	\$2,760
Local Travel	Various Partner Sites Across Gila County	Mileage	2,300 miles x \$.445/mile x 2 years	\$2,048
FEDERAL REQUEST - (enter in Section B column 1, line 6c of SF-424A)				\$14,116

FEDERAL REQUEST: Justification for Travel

1. Sub-awardees (up to 4 members from each partner organization) travel to Payson, AZ (City in Gila County) for a workshop to develop health impact statements and health literacy plans in support of the project goal.
2. Local travel is needed to attend local meetings, project activities, and training events. Local travel rate is based on organization's policies/procedures for privately owned vehicle reimbursement rate.

D. Equipment**FEDERAL REQUEST – Equipment Narrative**

Item(s) (1)	Quantity (2)	Amount (3)	% Charged to the Award (4)	Total Cost Charged to the Award (5)
FEDERAL REQUEST – (enter in Section B column 1, line 6d of SF-424A)				\$0

E. Supplies

The following lists the requested item for supplies (items less than \$5000)

FEDERAL REQUEST – Supplies Narrative

Item(s)	Rate	Cost
General office supplies	\$80/mo. x 12 mo.	\$960
Postage	\$110/mo. x 12 mo.	\$1,320
Copies	12,000 copies x .18/copy	\$3600
Computer	\$1200 x 2	\$2400
Printer	\$400 x 2	\$800
Projector	\$300	\$300
FEDERAL REQUEST – (enter in Section B column 1, line 6e of SF-424A)		\$9,380

FEDERAL REQUEST – Justification for Supplies

1. Office supplies, copies and postage are needed for general operations for the project. Due to the large size of the county and for quality control any materials developed will be printed centrally and distributed to partners around the county via courier.
2. Computer, printer and projector will be used to support program staff working on the grant.

F. Contract

The following lists the budgets for each planned sub-award, contract and consultant supporting the Advancing Health Literacy Project.

FEDERAL REQUEST – Contracts Narrative

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) Health Literacy Action Plan Partners <Sub-recipient>	Community Partners Developing Disparity Impact Statements & Health Literacy Plans	\$250,000 x 7 partner organizations		\$1,750,000
(2) Morrison Institute at Arizona State University <Contract>	Evaluators	\$156,678/ per year	Travel - \$2000.00 Transcription - \$3,938 Translation - \$24,000 Focus Group/Key Informant Interview Participant Incentives - \$15,038 F&A - \$113,766	\$313,356
(3) Project Management & Health Literacy Consultants To be announced <Consultant>	Coordination of Partners, Meeting Facilitation, and Ongoing Technical Assistance for Development & Implementation of Health Literacy Action Plan	\$135/hr x 2.5 staff	Meeting Coordination & Facilitation (workshop and bi-annual meeting) - \$18,000	\$298,800
FEDERAL REQUEST – (enter in Section B column 1, line 6f of-424A)				\$2,362,156

FEDERAL REQUEST –Justification for Contracts

1. Health Literacy Partners represent healthcare and community organizations across Gila County who work with vulnerable populations and will support the grant through the development and implementation of health literacy plans for their organizations and populations they interact with. This award will support their efforts to Advance Health Literacy in Gila County.
2. The Morrison Institute Evaluation Team has a long history of working with vulnerable populations and supporting evaluation in Arizona Communities. Evaluators will prepare quarterly data summaries for partners, participate in meetings, and prepare annual summaries for partners. Additionally, the evaluators were identified due to their being a part of a Minority Serving Institution as per the grant.
3. Project Management & Health Literacy Consultant Team will supplement the Gila County staff by outreach, one-on-one check-ins, problem solving with partners, and facilitation of quarterly check-ins to discuss evaluation summaries with partners and facilitation of bi-annual partner meetings.

G. Construction

No dollars requested.

H. Other**FEDERAL REQUEST – Justification for “Other”**

Item	Rate	Cost
(1) Other Printed Materials	1.50/item X 10000 items	\$15,000
(2) Conference / Meeting Space for Health Literacy Action Planning Workshop & Bi-Annual Meeting	\$200/hr x 50hours	\$10,000
FEDERAL REQUEST (enter in Section B column 1, line 6h of SF-424A)		\$25,000

FEDERAL REQUEST – Sample Justification for Other

1. Brochures will be used at various community functions, such as health fairs and exhibits.

2. Conference/Meeting space will be needed to accommodate all Health Literacy Workshop (2-days) participants and for the bi-annual (1-day) in-person meeting for partners. Utilizing a cost of \$200/hr.

I. Total Direct Charges

FEDERAL REQUEST – TOTAL DIRECT CHARGES - Section B column 1, line 6i of SF-424A	\$2,557,096
--	--------------------

J. Indirect Cost Rate

Calculation (1)	Indirect Cost Charged to the Award (2)
Organization's Indirect Cost Rate of 10% (10% of personnel and fringe)	\$14644
FEDERAL REQUEST – (enter in Section B column 1, line 6j of-SF-424A)	\$14,644

Total proposed project period and federal funding as follows:**Proposed Project Period**

a. Start Date: 07/01/2021

b. End Date: 07/31/2023

BUDGET SUMMARY

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel	\$40,592	\$40,592	\$0	\$0	\$0	\$81,184
Fringe	\$20,920	\$20,920	\$0	\$0	\$0	\$41,840
Travel	\$9,576	\$4,540	\$0	\$0	\$0	\$14,116
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$6,440	\$2,940	\$0	\$0	\$0	\$9,380
Contractual	\$1,181,078	\$1,181,078	\$0	\$0	\$0	\$2,362,156
Construction	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$12,500	\$12,500	\$0	\$0	\$0	\$25,000
Total Direct Charges	\$1,270,386	\$1,261,850	\$0	\$0	\$0	\$2,532,236
Indirect Charges	\$6151	\$6151	\$0	\$0	\$0	\$12,302
Total Project Costs	\$1,276,537	\$1,268,001	\$0	\$0	\$0	\$2,545,978

SF-424A**SECTION A – BUDGET SUMMARY**

Section A - Budget Summary						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. MP-CPI-21-006 Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19	93.137	\$2,571,740	\$0			\$2,571,740
2.			\$0			\$0
3.			\$0			\$0
4.			\$0			\$0
5. Totals		\$2,571,740	\$0	\$0	\$0	\$2,571,740

Section B - Budget Categories

Section B - Budget Categories					
6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$52,302	\$52,302	\$0	\$0	\$104,604
b. Fringe Benefits	\$20,920	\$20,920	\$0	\$0	\$41,840
c. Travel	\$9,576	\$4,540	\$0	\$0	\$14,116
d. Equipment	\$0	\$0	\$0	\$0	\$0
e. Supplies	\$6,440	\$2,940	\$0	\$0	\$9,380
f. Contractual	\$1,181,078	\$1,181,078	\$0	\$0	\$2,362,156
g. Construction	\$0	\$0	\$0	\$0	\$0
h. Other	\$12,500	\$12,500	\$0	\$0	\$25,000
i. Total Direct Charges (sum of 6a-6h)	\$1,282,816	\$1,274,280	\$0	\$0	\$2,557,096
j. Indirect Charges	\$7,322	\$7,322			\$14,644
k. Totals (sum of 6i-6j)	\$1,290,138	\$1,281,602	\$0	\$0	\$2,571,740
7. Program Income					\$0

Section C - Non-Federal Resources

Section C - Non-Federal Resources				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8.	\$0	\$0	\$0	\$0
9.				\$0
10.				\$0
11.				\$0
12. Total (sum of lines 8 - 11)	\$0	\$0	\$0	\$0

Section D – Forecasted Cash Needs

Section D - Forecasted Cash Needs					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	\$1,290,138	\$510,903	\$383,177	\$305,062	\$97,147
14. Non-Federal	\$0	\$0	\$0	\$0	\$0
15. Total (sum of lines 13 and 14)	\$1,290,138	\$510,903	\$383,177	\$305,062	\$97,147

Section E – Budget Estimates of Federal Funds Needed for Balance of the Project

Section E - Budget Estimates of Federal Funds Needed for Balance of the Project					
(a) Grant Program		Future Funding Periods (Years)			
		(b) First	(c) Second	(d) Third	(e) Fourth
16.	MP-CPI-21-006, Advancing Health Literacy to Enhance Equitable Community Responses to Covid-19	\$1,290,138	\$1,281,602	\$0	\$0
17.					
18.					
19.					
20. Total (sum of lines 16-19)		\$1,290,138	\$1,281,602	\$0	\$0

Section F – Other Budget Information

Section F - Other Budget Information			
21. Direct Charges	\$2,557,096	22. Indirect Charges	\$14,644
23. Remarks:			

2. Oversight

Gila County Public Health & Emergency Management has robust systems in place to adhere to all Gila County Financial and Procurement Policies and Controls. A copy of the BOS-FIN-113 is provided on the next page.

Program incentives will be provided by the Minority Serving Institution Partner, Morrison Institute at Arizona State University. Documentation regarding the distribution and payment of the incentives will be required by the Gila County Team. Arizona State University Financial Controls can be found here: <https://cfo.asu.edu/financial-controls>.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 1 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

1. LEGAL AUTHORITY

The Gila County Board of Supervisors (the "Board") in accordance with A.R.S. § 254.01 C adopts this Procurement Policy (the "Procurement Policy") in compliance with the uniform accounting system prescribed by the auditor general under A.R.S § 41-1279.21.

2. PURPOSE

- A. This Procurement Policy provides for a uniform system of control to enhance accountability and transparency and increase public confidence in Gila County (the "County") procurement. The Procurement Policy identifies procedures for the acquisition of supplies and services, including construction, research and development, architect-engineer and commercial items. This Procurement Policy applies to expenditure of public funds irrespective of funding source, including state and federal assistance monies. The County shall comply with terms and conditions of any grant, gift, bequest, cooperative agreement, or federal or state guideline. In those cases where this Procurement Policy does not address a procurement situation, the Arizona State Procurement Code found in Title 41, Chapter 23 of the Arizona Revised Statutes will be followed.
- B. This is a general guide to the supplier selection techniques and level of competition required for procurement by the County in compliance with the Arizona Revised Statutes and are generally based upon the dollar value (threshold) of the estimated or projected dollar amount of the entire procurement.
- C.

Type	Dollar Amount	Supplier Selection Method
Under Existing Vendor Contract	Any Amount	No competition required. May request level of effort costs from several contracted vendors and accept the lowest estimate.
Small Dollar Procurement	\$0.01 to <\$5,000	Use adequate and reasonable competition. May use County credit card as payment method.
Informal Solicitations	\$5,000 to <\$100,000	A minimum of three documented written quotes required. May use County credit card as payment method.
Formal Solicitations	More than \$100,000	Formal Bid Process

Gila County Policy - Finance	Policy Number: BOS-FIN-113	Page 2 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

3. SUPPLEMENTARY GENERAL PRINCIPLES OF LAW APPLICABLE

- A. Unless expressly provided otherwise by a particular provision of this Procurement Policy, the principles of law and equity, including the Uniform Commercial Code as adopted by the State of Arizona, the common law of contracts as applied in the state of Arizona and law relative to agency, fraud, misrepresentation, duress, coercion and mistake or other applicable laws supplement the provisions of this Procurement Policy.

4. REQUIREMENT OF GOOD FAITH

- A. This Procurement Policy and the Uniform Commercial Code adopted by the State of Arizona requires all parties involved in the negotiation, performance, or administration of County contracts to act with utmost good faith.

5. PROCUREMENT ETHICS

- A. It is the policy of the County to promote the County's reputation for courtesy, fairness, impartiality, integrity, service economy, and government by law. The responsibility for implementing this Procurement Policy rests with each individual who participates in the procurement process, including the using department, suppliers, and procurement staff.

1. Employee Ethics

- a. No County employee, having official responsibility for a procurement transaction, shall represent the County in that transaction when the employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction.
- b. The employee, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee or partner, has a personal and substantial participation in the transaction, or owns or controls more than five (5%) of the firm.
- c. The employee, or any member of the employee's immediate family has a pecuniary interest arising from the transaction.
- d. The employee or any member of the employee's immediate family is negotiating, or has an arrangement concerning prospective employment with a bidder, offeror or contractor.
- e. No employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept any payment, loan,

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 3 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

subscription, advance deposit of money, services, entertainment, gift or anything of more than a nominal value from any bidder, offeror, contractor or subcontractor.

2. Vendor Ethics

- a. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance deposit of money, services or anything of more than nominal value, present or promised.
- b. No bidder, offeror, contractor or subcontractor shall give, demand or receive from any supplier, subcontractor, or competitor any bribe, kickback, or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.
- c. Reporting of Anticompetitive Practices. If for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the Procurement Officer and the County Attorney. This section does not require a law enforcement agency to investigate such practices to convey such notice to the Procurement Officer.

6. CONFIDENTIAL INFORMATION

A. Confidential information shall be designated as follows:

1. If a person or legal entity (the "Disclosing Party") asserts that a bid, proposal, offer, specification, or protest contains trade secret or other proprietary information (the "Confidential Information") should be held in confidence by the County, the Disclosing Party shall include a statement with the submission supporting the assertion and advising the Procurement Officer or his/her designee of this fact. In addition, the Disclosing Party shall clearly mark any Confidential Information disclosed as "Confidential" wherever it appears. In no event shall contract terms and conditions, pricing, and information generally available to the public be considered Confidential Information.
2. The Confidential Information identified by the Disclosing Party as Confidential may not be disclosed until the Procurement Officer or designee makes a written determination.
3. The Procurement Officer or designee shall review the statement and the Confidential Information and determine in writing whether the Confidential

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 4 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

Information shall be retained by the County and treated as Confidential Information or returned to the Disclosing Party. In making the determination, the Procurement Officer or designee may consult with the County Attorney. In either case, the Procurement Officer or designee shall inform the Disclosing Party in writing of such determination. Determinations are retained by the Procurement Group.

4. If the Confidential Information is retained by the County, the County shall use reasonable efforts to maintain the secrecy of the Confidential Information and disclose such Confidential Information only to County employees with a need to know for the purposes of evaluating the bid, proposal, offer, specification or protest of the Disclosing Party.
5. At the conclusion of the process (bid, protest or otherwise) for which the Confidential Information was disclosed the Confidential Information shall be returned to Disclosing Party or destroyed at the discretion of the Procurement Officer or designee.

7. AUTHORITY OF THE FINANCE DIRECTOR

- A. The Finance Director shall serve as the Procurement Officer for the County and shall be responsible for the following:
 1. The purchase, renting, leasing or otherwise acquiring of all materials, services and construction, including all functions that pertain to the obtaining of any material, service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
 2. Establishment of policies and procedures for the management of all inventories of materials.
 3. The sale, trade, or disposal of surplus materials belonging to the County in compliance with A.R.S. §11-251(9).
 4. Establish and maintain programs for the inspection, testing and acceptance of materials, services and construction.
 5. Supervise the County Procurement Group (the "Procurement Group") consisting of employees within the County that generally performs the following functions:

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 5 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

- a. Research and request bid proposals and maintain vendor relationships to facilitate the preparation of all contractual agreements on behalf of the County;
 - b. Work with and supports all elected offices and departments within the County;
 - c. Operate as the point through which all County contracts will be processed to ensure proper administrative review prior to being submitted to the Procurement Officer, County Attorney's Office, County Manager or Board for approval.
 - d. Maintenance of a central file for all County contracts under an indexing system that will provide positive identification of all documents and facilitate document retrieval.
6. Delegate procurement authority to designees within the Procurement Group or other County governmental departments as may be required at the discretion of the Procurement Officer, provided that the delegation or any modification of authority shall be in writing and shall specify:
- a. The scope and type of authority delegated or modified;
 - b. Any limits or restrictions on the exercise of the delegated authority; and
 - c. The duration of the delegation.

8. SOURCE SELECTION & CONTRACT FORMATION

- A. In accordance with A.R.S. § 11-254.01 A, except as otherwise provided hereafter in paragraph C. (Sole Source Procurement); paragraph D. (Emergency Procurements); paragraph E. (Other Non-Procurement Contracts); and paragraph F. (Professional Services), all purchases of supplies, materials, equipment and contractual services, except professional services, made by the County having an estimated cost of more than One Hundred thousand (\$100,000) dollars per transaction shall be based on sealed, competitive bids.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 6 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

B. Competitive Sealed Bidding or Competitive Sealed Proposals

1. **Invitation for Bids or Proposals.** An Invitation for Bids shall be issued and shall include specifications, any applicable evaluation criteria, and all contractual terms and conditions specifically applicable to the procurement. Standard contractual terms and conditions may be included within the solicitation document or incorporated by reference.
2. **Public Notice.** Adequate public notice of the Invitation for Bids shall be given not less than twenty-one (21) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a procurement as determined in writing by the Procurement Group. The public notice shall state the place, date, and time of bid opening. Notice of the Invitation for Bids shall be posted on the County website, and a copy of the invitation for bids shall be available for public inspection.
3. **Late Bids.** A bid is late if it is received at the location designated in the Invitation for Bids after the time and date set for bid opening. The Procurement Group shall designate the governing clock. A late bid shall be rejected. A late bid shall not be opened except for, if necessary, identification purposes. Such bids shall be returned to the bidder. Bidders submitting bids that are rejected as late shall be so notified.
4. **Bid Opening.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid and such other relevant information as the Procurement Officer deems appropriate, together with the name of each bidder, shall be recorded. In the event no attendees are present for bid opening, the sealed bids shall be opened by the Procurement Group and a "bid" or "no bid" may be recorded on the tabulation sheet. The bid may then be given to the appropriate person for recording. The attendance sheets shall indicate that there were no attendees present. Bids shall not be open for public inspection until after a contract is awarded. After contract award, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law.
5. **Bid Acceptance and Bid Evaluation.** Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Procurement Policy. Bids shall be evaluated based on the requirements set forth in the Invitations for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. The Invitation for Bids shall set forth the evaluation

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 7 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

criteria to be used. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids.

6. Discussion with Offerors. Discussions may be conducted with responsible offerors.
7. Negotiations with Responsible Offerors and Revisions to Proposals. Negotiations may be conducted with responsible offerors. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
 - a. Concurrent Negotiations. Negotiations may be conducted concurrently with responsible offerors for the purpose of determining source selection and/or contract award.
8. Exclusive Negotiations. Exclusive negotiations may be conducted with the responsible offeror whose proposal is determined in the selection process to be most advantageous to the County. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award, nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the County may enter exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
9. Evaluation of Proposals
 - a. Selection Committee. The Procurement Officer or designee shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.
10. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the Procurement Group prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 8 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interests of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- b. The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Officer.

11. Contract Awards

- a. Contract awards shall be made by the County Manager or designee for those contracts under \$50,000.00, or if above \$50,000.00 by the Board, to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the other evaluation criteria set forth in the request for proposals.
- b. The contract file shall contain the basis on which the award is made.
- c. Contracts that are awarded with Federal grant funding shall require a search for debarment prior to contract award. The search shall be conducted on the System for Award Management, <https://sam.gov/portal/SAM/#1#1>.
- d. General. The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.
- e. Contract Award Based on Best Value. The contract may be awarded on best value analysis provided that the criteria for analysis were included in the Invitation for Bids. The contract shall be awarded by appropriate written notice to the response bidder determined to be the best value to the County and whose bid conforms in all material respects to requirements and criteria set forth in the Invitation for Bids.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 9 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

- f. **Exceeding Available Funds.** In the event the low responsive and responsible bid for a construction project exceeds available funds and such bid does not exceed such funds by more than five (5%) percent, the Procurement Officer or designee is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.
 - g. **Public Record.** After the County approves a contract execution, the bids shall be available for public inspection.
 - h. **Low Tie Bids.** If there are two or more low responsive bids from responsible bidders that are identical in price and that meet all of the requirements and criteria set forth in the Invitation for Bids, award may be made by random selection in a manner prescribed by the Procurement Officer.
 - i. **Each month a report will be compiled by the Finance Department for contracts signed by the County Manager under \$50,000.00 and presented to the Board on the consent agenda in the following month regularly scheduled Board meeting.**
- C. **Sole Source Procurement.** A contract may be awarded without competition when the Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service or construction item. The requesting department shall provide written evidence to support a sole source determination. The Procurement Officer may require that negotiations are conducted as to price, delivery and terms. The Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist.
- D. **Emergency Procurements.** The Procurement Officer may make or authorize others to make emergency procurements of materials, services or construction items when there exists a threat to public health, welfare, property or safety or if a situation exists which makes compliance contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. An emergency procurement shall be limited to those materials, services or construction necessary to satisfy the emergency need. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 10 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

E. **Other Non-Procurement Contracts.** The County may enter into other types of contractual arrangements which do not involve the acquisition of materials, services, equipment or construction. The County Manager or designee may approve these contracts if they do not obligate the County for more than two (2) years or involve expenditures to the other party of more than \$50,000.00. Examples of contractual arrangements include but are not limited to:

1. Acquisition and leasing of interests in real property
2. Subordination agreements
3. Lien Releases
4. Franchises
5. Licenses
6. Software license agreements
7. Use permits
8. Revenue agreements
9. Excise tax certification

F. **Professional Services.** Professional services are those services rendered by a person/firm engaging in a recognized discipline that necessarily requires advanced training and specialized knowledge to perform. Such services typically result from the predominant use in intellectual skills rather than physical skills. Professional services for the purposes of this Procurement Policy include but are not limited to:

1. Attorneys
2. Contractual services used by counties when issuing bonds, including consultants, underwriters, and bond servicing companies
3. Architects
4. Court reporters
5. Physicians, nurse practitioners, physical therapists
6. Mental health therapists and psychiatrists
7. Engineers
8. Land surveyors
9. Geologists
10. Hydrologists
11. Real estate appraisers

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 11 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

12. Financial advising services
13. Auditors, except for the State Auditor General

As authorized by A.R.S. § 41-2581 and in accordance with A.R.S. § 11-254.01 D, the contract for professional services may be awarded without competitive bids pursuant to the following policies:

- a. The Procurement Officer shall encourage persons or firms engaged in the lawful practice of the professional services listed above desiring to provide the services to the County submit annually a statement of qualifications and experience on a prescribed form which shall include, but not be limited to the following information:
 - Technical education and training;
 - General or special experience, certifications, licenses, and memberships in professional associations, societies, or boards; and;
 - Any other relevant information requested by the purchasing agency;
- b. Persons or firms who have submitted statement of qualifications may submit additional information or change information that was previously submitted at any time.
- c. A County department requiring professional services will prepare a scope of work and purchase requisition and forward it to the Procurement Officer for processing. Based on the scope of work and the professional services required, the Procurement Officer shall provide a notice of the need for such professional services to persons or firms who have submitted statement of qualifications for those professional services. The Procurement Officer or designee of such officer may conduct discussions with any offerors who submit a proposal to provide the professional services to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.
- d. The contract award shall be made to the offeror determined in writing by the Procurement Officer to be best qualified based on the evaluation factors set forth in the request for qualifications and after

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 12 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

a written determination that the compensation is fair and reasonable. Selection may be made pursuant to the provisions of this section without requiring pricing proposals, but if price is included in proposals submitted, no contract may be awarded solely on the basis of price.

G. Cancellation of Solicitations

1. **Cancellation of Solicitation.** An invitation for bids, a request for proposals, a request for qualifications or other solicitation may be cancelled, or any or all bids, proposals or statement of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the County. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any bid, proposal or statement of qualification may be rejected in whole or in part when in the best interests of the County.
2. **Prior to Opening**
 - a. As used in this Section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
 - b. Prior to opening, a solicitation may be cancelled in whole or in part when the Procurement Group determines in writing that such action is in the County's best interest for reasons including but not limited to:
 - 1) The County no longer requires the materials, services, or construction;
 - 2) The County no longer can reasonably expect to fund the procurement; or
 - 3) Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
 - c. When a solicitation is cancelled prior to opening, notice of cancellation shall be sent to all persons solicited.
 - d. The notice of cancellation shall:
 - 1) Identify the solicitation;

Gila County Policy - Finance	Policy Number: BOS-FIN-113	Page 13 of 33
	Replaces:	
	Adopted: 11-20-2018 Revised: 06-25-2019	

- 2) Briefly explain the reason for cancellation; and
 - 3) Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services or construction.
3. After Opening
- a. After opening but prior to award, all bids, proposals or requests for qualifications may be rejected in whole or in part when the Procurement Officer or designee determines in writing that such action is in the County's best interest for reasons including but not limited to:
 - 1) The materials, services, or construction being procured are no longer required;
 - 2) Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
 - 3) The solicitation did not provide for consideration of all factors of significance to the County;
 - 4) Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 - 5) All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices; or
 - i. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith. A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals.
 - ii. If all bids, proposals, or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.
4. Documentation. The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

Gila County Policy - Finance	Policy Number: BOS-FIN-113	Page
	Replaces:	
	Adopted: 11-20-2018	
Procurement	Revised: 06-25-2019	14 of 33

H. Rejection of Individual Bids, Proposals or Statements of Qualifications

1. A bid or proposal may be rejected if:
 - a. The bidder is determined to be non-responsible;
 - b. The bid is nonresponsive;
 - c. The proposed price, unless prohibited, is unreasonable; or
 - d. It is otherwise not advantageous to the County.
2. Reasons for rejection shall be provided to the unsuccessful bidders or offerors.

I. Responsibility of Bidders and Offerors

1. Factors to be considered in determining if a prospective bidder or offeror is responsible include:
 - a. The proposed bidder or offeror 's financial, physical, personnel or other resources, including subcontracts;
 - b. The proposed bidder or offeror's record of performance and integrity;
 - c. Whether the proposed bidder or offeror is qualified legally to contract with the County; and
 - d. Whether the proposed bidder or offeror supplied all necessary information concerning its responsibility;
 - e. Whether the proposed bidder or offeror is currently on a debarment list.
2. The Procurement Officer or designee may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.
3. Determination of Non-responsibility. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 15 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

with respect to such bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

J. Bid and Contract Security, Material or Service Contracts

1. The Procurement Officer or designee may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Procurement Officer or designee shall consider the nature of the performance and the need for future protection to the County. The requirement for security must be included in the invitation for bids or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid, statement of qualifications or proposal.

K. Contract Term

1. Subject to the following guidelines, unless otherwise provided by law, a contract for materials or services may be entered into for any period of time deemed to be in the best interest of the County, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.
 - a. Contracts for materials and services shall have a specific term (date of commencement and expiration date).
 - b. A contract that does not exceed one (1) year may be approved by the County Manager or designee, if it is also for a contract amount less than \$50,000.
 - c. A contract that exceeds one (1) year in duration shall be approved by the Board and should not obligate the County for more than four (4) years.
 - d. Contracts between the County and a state or federal agency using a contract form that was developed by that agency and that the agency uses in its ordinary course of business may be for longer than four (4) years and will not require separate Board approval.

Gila County Policy - Finance	Policy Number: BOS-FIN-113	Page
Procurement	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

- e. With Board approval, other contracts may exceed four (4) years. Examples of such contracts include real-property lease agreements, rights-of-way agreements for utility companies, and contracts that allow the County to use limited financial resources in the most effective and efficient manner. Contracts may have a provision that allows for renewal if the County has the option not to renew.
2. Prior to use of a multi-term contract, it shall be determined that:
 - a. Estimated requirements cover the period of the contract and are reasonably firm and continuing;
 - b. The contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.
 3. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract may be cancelled by the County and the contractor may be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
- L. Right to Inspect. The County may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the County.
- M. Right to Audit Records
1. The County may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data to the extent that the books and records relate to the awarded contract. Any person who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the Procurement Officer.
 2. The County is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five (5) years from the date

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 17 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

of final payment under the prime contractor or consultant, and by the subcontractor or sub-consultant for a period of five (5) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Procurement Officer.

N. Prospective Vendors Lists

1. The Procurement Group shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a County contract.
2. Persons desiring to be included on the prospective vendors list may notify the Procurement Group or may register with the Procurement Group in-person. The Procurement Group may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the County.
3. It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

O. Contract Form and Execution. All contracts and amendments, regardless of value shall be approved by the appropriate authority in the County prior to authorization to proceed. All contracts entered into under this Procurement Policy shall be executed in the name of the County by the County Manager or designee for contracts under \$50,000.00 or if above \$50,000.00 by the Board. The County Manager or designee may execute an amendment to any contract initially approved by the Board as long as the amendment does not alter the scope of the contract or the monetary commitment of the original Board award.

1. **Grant Contracts.** Grant Contracts due to the various complexities and time requirements, often necessitate immediate approval to take advantage of available funds. Based on the requirements/restrictions imposed by the grantor it may not always possible to follow the approved Procurement Policy. As such, grant contracts may be expedited by requesting that, with the approval of the Procurement Officer and County Manager, the Chairman of the Board of Supervisors execute the contract to be subsequently ratified by the Board, regardless of value. Grant applications submitted and approved by the County Manager which automatically become contracts must be submitted to the Board of Supervisors for ratification.

P. Assignment of Rights and Duties - The rights and duties of a County contract are not transferable or otherwise assignable without the written consent of the Procurement Officer.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 18 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

9. SPECIFICATIONS

A. Maximum Practicable Competition

1. All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs and shall not be unduly restrictive.
 - a. To the extent practicable and unless otherwise permitted by this Procurement Policy, all specifications shall describe the County's requirements in a manner that does not unnecessarily exclude a material, service or construction item.
 - b. Proprietary specifications shall not be used unless the Procurement Officer determines in writing that such specifications are required by demonstrable technological justification and that it is not practicable or advantageous to use a less restrictive specification. Past success in the material's performance, traditional purchasing practices or inconvenience of drawing specifications do not justify the use of proprietary specifications.
2. When practicable, the County shall use accepted commercial specifications and shall procure standard commercial materials.
3. Brand Name
 - a. A brand name or equal specification may be used when the Procurement staff determines that use of brand name or equal specifications is advantageous to the County.
 - b. A brand name specification may be prepared and utilized only if the Procurement staff makes a written determination that only the identified brand name item will satisfy the County's needs.

10. PROCUREMENT OF CONSTRUCTION

- A. All contracts entered into under this section 13.10 shall be executed in the name of the County by the County Manager for contracts under \$50,000.00 or if above \$50,000.00 by the Board in accordance with the requirements of A.R.S. §Title 34 and this Procurement Policy.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 19 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

- B. **Procurement of Construction.** Contracts for construction shall be solicited through a competitive sealed bid process for the procurement of Construction Services, Small Purchases, Sole Source Procurement, Emergency Procurements and Special Procurements in accordance with the requirements of A.R.S. §Title 34 and this Procurement Policy.
- C. **Procurement of Professional Design Services.** Contracts for professional design services with an estimated contract amount not to exceed (\$250,000) shall be solicited through a request for qualifications Small Purchases, Sole Source Procurement, Emergency Procurements, Special Procurements, and Direct Selection of Pre-Qualified Technical Registrants
- D. **Procurement of Construction Services.** Contracts for construction services shall be solicited through a build, design- build, and construction-manager-at-risk or job-order-contracting selection process utilizing a request for qualifications Small Purchases, Sole Source Procurement, Emergency Procurement and Special Procurements process.
- E. **Construction by County Employees.** A building, structure, addition or alteration of a public facility may be constructed by the County internal labor force if the cost does not exceed the amount established and adjusted each year in accordance with A.R.S. §34-201.
- F. **Direct Selection of Pre-Qualified Technical Registrants**
 - 1. If the procurement is by direct selection, a written determination by the County Engineer citing the basis of award and for the selection of the particular technical registrant shall be included in the contract file. The best interests of the County shall be considered in each instance.
 - 2. The Procurement Group shall maintain a list of technical registrants who are properly licensed with the State of Arizona Board of Technical Registration, that have expressed an interest in performing work for the County and have provided evidence of their professional qualifications for such work. The list may be categorized to reflect the person or firm's primary field of expertise. Persons or firms desiring to be included on the pre-qualified list may notify the Procurement Group or may register with the Procurement Group in-person.
 - 3. The Procurement Officer will notify each person or firm listed on the register annually of their status. An invitation published in the local publication inviting the updating of their professional qualifications.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 20 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

4. Firms who have failed to provide satisfactory evidence of qualifications or have performed unsatisfactorily during the past twelve (12) months may be removed from the pre-qualified vendor list.

F. Non-substantial Failure to Comply. The Procurement Officer may determine that noncompliance with any provision of this section is non-substantial and may allow for correction or may waive minor informalities or irregularities.

11. CONTRACT CLAUSES

A. Contract Clauses. All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Procurement Group, after consultation with the County Attorney, may issue clauses appropriate for material, service or construction contracts, addressing among others the following subjects:

1. The unilateral right of the County to order in-writing changes in the work within the scope of the contract;
2. The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
3. Variations occurring between estimated quantities of work in contract and actual quantities;
4. Defective pricing;
5. Liquidated damages;
6. Specified excuses for delay or nonperformance;
7. Termination of the contract for default;
8. Termination of the contract in whole or in part for the convenience of the County;
9. Suspension of work on a construction project ordered by the County;
10. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract;

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 21 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

11. When the contract is negotiated;
12. When the contractor provides the site or design; or
13. When the parties have otherwise agreed with respect to the risk of differing site conditions.

B. Price Adjustments.

Adjustments in price resulting from the use of contract clauses shall be computed in one or more of the following ways:

1. The agreement on a fixed price adjustment before commencement of the pertinent performance or as soon as practicable;
2. The modification to the unit prices specified in the contract;
3. The costs attributable to the events or situations under the clauses;
4. In other manner as the contracting parties may mutually agree;
5. In the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County.

12. COST PRINCIPLES

The Procurement Officer or designee may establish cost principles that will be used to determine the allowable incurred costs for the purpose of reimbursing costs pursuant to written contract provisions that provide for the reimbursement of costs.

A. Price Adjusting

1. A contractor may be required to submit cost or pricing data if any adjustment in contract price is requested to the provisions.
2. Written adjustment of pricing may contain any of the following:
 - a. The contract price is based on adequate price competition.
 - b. The contract price is based on established catalogue prices or market prices.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 22 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

- c. Contract prices are set by law or regulation.

13. LEGAL AND CONTRACTUAL REMEDIES

- A. **Right to Protest Solicitations and Contract Awards.** Any actual or prospective bidder, respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Procurement Officer and appeal the protest decision of the Procurement Officer to the County Manager.
- B. **Resolution of Protests.** The Procurement Officer shall have authority to resolve protests.
- C. **Appeals from the decisions of the Procurement Officer** may be made to the County Manager.
- D. **Filing of a Protest**
 - 1. **Content of Protest:** The protest shall be in writing and shall include the following information:
 - a. The name, address and telephone number of the protestant;
 - b. The signature of the protestant or its representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - e. The form of relief requested.
- E. **Time for Filing Protests**
 - 1. **Protests Concerning Improprieties in a Solicitation.**
 - a. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.
 - 2. Protests shall be filed within ten (10) days after issuance of notification of award or issuance of notice of intent to award.

Gila County Policy - Finance	Policy Number: BOS-FIN-113	Page 23 of 33
	Replaces:	
	Adopted: 11-20-2018 Revised: 06-25-2019	

Procurement

3. The Procurement Officer, without waiving the County's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.
4. The Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.
5. Stay of Procurements during the Protest. In the event of a timely protest, the County may proceed further with the solicitation or with the award of the contract unless the Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the County.
6. Confidential Information
 - a. Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law.
 - b. If the protestant believes that the protest contains Confidential Information, the provisions of Section 3.6 shall apply.
7. Decision by the Procurement Officer
 - a. The Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed. The decision shall contain an explanation of the basis of the decision. The time for the Procurement Officer's response may be extended for good cause up to thirty (30) calendar days. The Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended, and the date by which a decision will be issued.
 - b. The Procurement Officer shall furnish a copy of the decision to the protestant, by certified mail, return receipt requested, or by any other method including facsimile or electronically, that provides evidence of receipt.
 - c. If the Procurement Officer fails to issue a decision within the time limits, the protestant may proceed as if the Procurement Officer had issued an adverse decision.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 24 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

8. Protest Remedies

- a. If the Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award or contract award does not comply with this Procurement Policy, the Procurement Officer shall implement an appropriate remedy.
- b. In determining an appropriate remedy, the Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, costs to the County, the urgency of the procurement and the impact of the relief on the using agency's mission.
- c. An appropriate remedy may include one or more of the following:
 - 1) Decline to exercise an option to renew under the contract;
 - 2) Reject all bids, responses or proposals;
 - 3) Terminate the contract;
 - 4) Reissue the solicitation;
 - 5) Issue a new solicitation;
 - 6) Award a contract consistent with the procurement code; or
 - 7) Such other relief as is determined necessary to ensure compliance with this Procurement Policy.

9. Appeals to the County Manager

- a. An appeal from a decision entered or deemed to be entered by the Procurement Officer shall be filed with the County Manager within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Procurement Officer.
- b. Content of Appeal. The appeal shall contain:

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 25 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

- 1) Content of the protest;
 - 2) A copy of the decision of the Procurement Officer; and
 - 3) The precise factual or legal error in the decision of the Procurement Officer from which an appeal is taken.
10. Notice of Appeal
- a. The Procurement Director shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.
 - b. The Procurement Officer shall, upon request, furnish copies of the appeal to those interested parties.
11. Stay of Procurement during Appeal. If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Procurement Officer, the filing of an appeal shall automatically continue the stay unless the Procurement Officer makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the County.
12. Procurement Officer Report. The Procurement Officer shall file a report on the appeal with the County Manager within seven (7) days from the date the appeal is filed. At the same time, the Procurement Officer shall furnish a copy of the report to the appellant by certified mail, return receipt requested, and to any interested parties. The report shall contain copies of:
- a. The appeal;
 - b. Any other documents that are relevant to the protest; and
 - c. A statement by the Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 26 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

13. Comments on Report

- a. The appellant shall file comments on the Procurement Officer's report with the County Manager within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Procurement Director and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.

14. County Manager's Decision on Appeal

- a. After review of the Procurement Officer's report and the appellant's comments, the County Manager shall make a decision on the appeal and notify the appellant in writing of such decision within seven (7) days after the decision. The decision of the County Manager shall provide an explanation of the decision and a response to appellant's requested form of relief. The decision of the County Manager shall be final.

15. Filing of Contract Claims and Controversies

- a. Content of Claim: The claim shall be in writing and shall include the following information:
 - 1) The name, address and telephone number of the claimant;
 - 2) The signature of the claimant or its representative;
 - 3) Identification of the solicitation or contract number;
 - 4) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
 - 5) The form of relief requested.

16. Resolution of Contract Claims and Controversies. The Procurement Officer or designee administering a contract in consultation with the County Manager and County Attorney shall have the authority to settle and resolve any contract claims and controversies. If a contract claim or controversy cannot be resolved by mutual agreement of the parties, the County or the contractor may pursue any legal remedy set forth in the contract or authorized by law.

Gila County Policy - Finance	Policy Number: BOS-FIN-113	Page 27 of 33
	Replaces:	
	Adopted: 11-20-2018 Revised: 06-25-2019	

14. DEBARMENT

- A. **Authority to Debar or Suspend.** The Procurement Officer in consultation with the County Manager and County Attorney shall have the authority to debar or suspend a person from participating in County procurements.
- B. **Initiation of Debarment.** Upon receipt of information concerning a possible cause for debarment the Procurement Officer may investigate the possible cause and make a determination. If after investigation, the Procurement Officer has a reasonable basis to believe that a cause for debarment exists, the Procurement Officer may debar a person in accordance with this Procurement Policy.
- C. **Debarment or suspension causes shall be limited to:**
 1. Conviction of any person or any affiliate of any person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
 2. Conviction of any person or any affiliate of any person under any statute of the federal government, this state or any other state for embezzlement, theft, fraudulent schemes and artifices, fraudulent schemes and practices, bid rigging, perjury, forgery, bribery, falsification or destruction of records, or receiving stolen property; or any other offense indicating a lack of business integrity or business honesty that currently seriously and directly affects responsibility as a County contractor and which conviction arises out of or obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
 3. Conviction or civil judgment finding a violation by any person or affiliate of any person under state or federal antitrust statutes arising out of the response to a solicitation.
 4. Violations of contract provisions within three (3) years of current debarment action, as set forth below, of a character that is reasonably deemed to be so serious as to justify debarment action:
 - a. Abandonment of a contract without good cause;
 - b. Knowingly fails without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - c. Failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, except that failure to perform or

Gila County Policy - Finance	Policy Number: BOS-FIN-113	Page
	Replaces:	
	Adopted: 11-20-2018	
Procurement	Revised: 06-25-2019	28 of 33

unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

- d. Additionally, any other cause that the Procurement Officer reasonably determines to be so serious and compelling as to affect responsibility as a County contractor, including suspension or debarment of such person or any affiliate of such person by another governmental entity for any cause listed in this section.
- D. Matters Not Proper for Debarment or Suspension - any conviction or judgment dated more than three (3) years prior to the notice of suspension or notice of debarment shall not be a basis for any debarment or suspension of a person or an affiliate of a person.
- E. Period of Debarment
1. The period of time for a debarment shall not exceed three (3) years from the date of the debarment determination.
 2. If debarment is based solely upon debarment by another governmental agency, the period of debarment may run concurrently with the period established by that other debarring agency.
- F. Notice. The Procurement Officer shall notify the person in writing within seven (7) days by certified mail, return receipt requested, of the debarment action. The person may submit a request in writing to the Procurement Officer for reconsideration of the debarment action ~~hearing~~ within fourteen (14) days of issuance of the debarment action.
- G. Notice to Affiliates
1. If the Procurement Officer proposes to debar an affiliate, the affiliate shall have a right to provide the Procurement Officer with mitigating circumstances.
 2. The affiliate shall advise the Procurement Officer in writing within thirty (30) days of receipt of the notice of a hearing of its intention to appear. Failure to provide written notice of appearance within the thirty (30) day period shall be a waiver of the right to appear in the hearing.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 29 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

H. Imputed Knowledge

1. Improper conduct by a person may be imputed to an affiliate for purposes of debarment where the impropriety occurred in connection with the affiliate's duties for or on behalf of, or with the knowledge or approval of, the contractor.
2. The improper conduct of a person or its affiliate having a contract with a contractor may be imputed to the contractor for purposes of debarment where the impropriety occurred in connection with the person's duties for or on behalf of, or with the knowledge, or approval of the contractor.

I. Reinstatement

1. The Procurement Officer may at any time after a final decision on debarment reinstate a debarred person or rescind the debarment upon a determination that the cause upon which the debarment is based no longer exists.
2. Any debarred person may request reinstatement by submitting a petition to the County Manager supported by documentary evidence showing that the cause for debarment no longer exists or has been substantially mitigated.
3. The decision on reinstatement shall be in writing and specify the factors on which it is based.

J. Limited Participation. The Procurement Officer may allow a debarred person to participate in County contracts on a limited basis during the debarment period upon a written determination that participation is advantageous to the County. The determination shall specify the factors on which it is based and define the extent of the limits imposed.

K. Suspension. The Procurement Officer may suspend a person from receiving any award in order to protect the County's interests.

L. Period and Scope of Suspension. The period of suspension shall not be more than sixty (60) days unless the Procurement Officer is informed of compelling reasons to extend the period of suspension.

M. Suspension Notice

1. The Procurement Officer shall notify the person suspended by certified mail, return receipt requested.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 30 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

2. The notice of suspension shall state:
 - a. The basis for suspension;
 - b. The period, including dates, of the suspension; and
 - c. That bids or proposals shall not be solicited or accepted from the person and, if received, will not be considered.

N. Master List for Suspension and Debarment.

1. The Procurement Officer or designee shall maintain a Master List of debarments and suspensions.
2. The Master List shall show at a minimum the following information:
 - a. The names and vendor number of those persons whom the County has debarred or suspended.
 - b. The basis of authority for the action.
 - c. The period of debarment or suspension, including the expiration date.
 - d. The name of the debarring or suspending agency, if the County's debarment or suspension is based on debarment or suspension by another governmental agency.
3. The Master List shall include a separate section listing persons voluntarily excluded from participation in County contracts.

O. Judicial Review of Protests, Claims or Controversies, Debarments or Suspensions. Any final decision of the Procurement Officer of a protest, claim or controversy, debarment or suspension under this Procurement Policy is subject to judicial review by any party to the proceeding. Exhaustion of the procedures set forth in this Procurement Policy shall be a condition precedent to seeking judicial review and the complaint seeking review shall be filed within thirty (30) days of the final decision. by the Board

P. Exclusive Remedy. With exception to a law to the contrary, this Procurement Policy shall provide the exclusive procedure for asserting a claim or cause of action against the County arising in relation to any procurement conducted under this Procurement Policy.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 31 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

15. COOPERATIVE PROCUREMENT

- A. The Procurement Officer shall have the authority to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants when it is in the best interest of the County.
- B. Cooperative Procurement Agreements Required.
 1. The County is not authorized to participate in cooperative purchasing unless, prior to the solicitation, an Intergovernmental Procurement agreement is executed between the parties. All agreements entered into shall be signed and approved by the Board.
 2. Cooperative Purchasing Authorized.
 - a. The County may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Parties under a cooperative purchasing agreement may:
 1. Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.
 2. Cooperatively use materials or services.
 3. Commonly use or share warehousing facilities, capital equipment and other facilities.
 4. Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.
 5. Upon request, make available to other public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113	Page 32 of 33
	Replaces: Adopted: 11-20-2018 Revised: 06-25-2019	

reimbursement for the reasonable and necessary costs of providing such services.

3. General Services Administration (GSA) Purchasing Authorized.

- a. The Procurement Officer may authorize purchases under the GSA contracts which specifically allow cooperative purchases by other governmental agencies if it is in the County's best interest to do so.

16. PROCUREMENT OF CAPITAL ASSETS

- A. The Counties may record capital assets on the capital assets list as items are received or at fiscal year-end. A separate acquisitions list should be maintained during the year to help support the reconciliation of the previous year's capital assets list to the current year's capital assets list and the reconciliation of capital assets acquisitions to total capital expenditures. Counties may receive federal, state or local grants, contracts or other programs to acquire capital assets. Title to such assets may transfer to the county under the terms of the program agreement. The assets should be capitalized and reported in the county's financial statements until the agreement requires their return. Counties should dispose of assets under such programs in accordance with program requirements.
- B. Disposal of capital assets requires the using department to complete a County Property Disposition Request Form, so the asset can be removed from the capital asset list and properly accounted for in the County's financial statements. The Finance Department will determine the appropriate disposal method and any monetary value received from the disposal of capital assets will be returned to the appropriate fund.

17. DISPOSAL OF CAPITAL ASSETS.

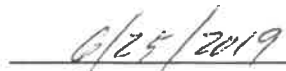
Counties may record capital assets on the capital assets list as items are received or at fiscal year-end. A separate acquisitions list should be maintained during the year to help support the reconciliation of the previous year's capital assets list to the current year's capital assets list and the reconciliation of capital assets acquisitions to total capital expenditures. Counties may receive federal, state or local grants, contracts or other programs to acquire capital assets. Title to such assets may transfer to the county under the terms of the program agreement. The assets should be capitalized and reported in the county's financial statements until the agreement requires their return. Counties should dispose of assets under such programs in accordance with program requirements.

Gila County Policy - Finance Procurement	Policy Number: BOS-FIN-113 Replaces:	Page 33 of 33
	Adopted: 11-20-2018 Revised: 06-25-2019	

SIGNATURE:



 CHAIRMAN, BOARD OF SUPERVISORS



 DATE

Applicant Name: Gila County Public Health & Emergency Management

Award Number: _____

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. MP-CPI-21-006	93.137	\$2,571,740	\$0			\$2,571,740
2.			\$0			\$0
3.			\$0			\$0
4.			\$0			\$0
5. Totals		\$2,571,740	\$0	\$0	\$0	\$2,571,740
Section B - Budget Categories						
6. Object Class Categories		Grant Program, Function or Activity				Total (5)
		(1)	(2)	(3)	(4)	
a. Personnel		\$52,302	\$52,302	\$0	\$0	\$104,604
b. Fringe Benefits		\$20,920	\$20,920	\$0	\$0	\$41,840
c. Travel		\$9,576	\$4,540	\$0	\$0	\$14,116
d. Equipment		\$0	\$0	\$0	\$0	\$0
e. Supplies		\$6,440	\$2,940	\$0	\$0	\$9,380
f. Contractual		\$1,181,078	\$1,181,078	\$0	\$0	\$2,362,156
g. Construction		\$0	\$0	\$0	\$0	\$0
h. Other		\$12,500	\$12,500	\$0	\$0	\$25,000
i. Total Direct Charges (sum of 6a-6h)		\$1,282,816	\$1,274,280	\$0	\$0	\$2,557,096
j. Indirect Charges		\$7,322	\$7,322			\$14,644
k. Totals (sum of 6i-6j)		\$1,290,138	\$1,281,602	\$0	\$0	\$2,571,740
7. Program Income						\$0

Previous Edition Usable

Authorized for Local Reproduction

SF-424A (Rev. 4-92)
Prescribed by OMB Circular A-102

Section C - Non-Federal Resources					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals	
8.	\$0	\$0	\$0	\$0	
9.				\$0	
10.				\$0	
11.				\$0	
12. Total (sum of lines 8 - 11)	\$0	\$0	\$0	\$0	
Section D - Forecasted Cash Needs					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	\$1,290,138	\$510,903	\$383,177	\$305,062	\$97,147
14. Non-Federal	\$0	\$0	\$0	\$0	\$0

15. Total (sum of lines 13 and 14)	\$1,290,138	\$510,903	\$383,177	\$305,062	\$97,147
Section E - Budget Estimates of Federal Funds Needed for Balance of the Project					
	Future Funding Periods (Years)				
(a) Grant Program	(b) First	(c) Second	(d) Third	(e) Fourth	
16. MP-CPI-21-006	\$1,290,138	\$1,281,602	\$0	\$0	
17.					
18.					
19.					
20. Total (sum of lines 16-19)	\$1,290,138	\$1,281,602	\$0	\$0	
Section F - Other Budget Information					
21. Direct Charges	\$2,557,096	22. Indirect Charges		\$14,644	
23. Remarks					

Instructions for the SF-424A

Public Reporting Burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the later case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a **single** Federal grant program (Federal Domestic Assistance Catalog number) and **not requiring** a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a **single** program **requiring** budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in **Column** (a) and the respective catalog number on each line in Column (b).

For applications pertaining to **multiple** programs where one or more programs **require** a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications,

leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications,

submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes

to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

Section B. Budget Categories

In the column headings (a) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i—Show the totals of Lines 6a to 6h in each column.

Line 6j—Show the amount of indirect cost.

Line 6k—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Previous Edition Usable

Authorized for Local Reproduction

SF-424A (Rev. 4-92)
Prescribed by OMB Circular A-102

Section C. Non-Federal Resources

Lines 8-11—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a)—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b)—Enter the contribution to be made by the applicant.

Column (c)—Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d)—Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e)—Enter totals of Columns (b), (c), and (d).

Line 12—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13—Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14—Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15—Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19—Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants. If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21—Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22—Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23—Provide any other explanations or comments deemed necessary.

ARF-6814

Regular Agenda Item 4. H.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Michael O'Driscoll, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Health & Emergency Management

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 09-07-21 to 09-06-22 Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Advertisement of Request for Proposals No. 071921 *Sub-Grantee for Project Management (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19).*

Background Information

As part of President Biden's National Strategy for the COVID-19 Response and Pandemic Preparedness today, the Administration is announcing an effort to invest \$250 million to encourage COVID-19 safety and vaccination among underserved populations. The U.S. Department of Health and Human Services (HHS) Office of Minority Health (OMH) will offer the funding as health literacy grants to localities, who will partner with community-based organizations, to reach racial and ethnic minority, rural, and other vulnerable populations. The new initiative is expected to fund approximately 30 projects in urban communities and 43 projects in rural communities for two years. Recipients are expected to develop a disparity impact statement using local data to identify underserved populations at the highest risk for health disparities, low health literacy, and not being engaged or reached through existing public health messages and approaches for promoting COVID-19 public health recommendations. They will create and put into action a health literacy plan, partnering with community-based organizations and adhering to culturally and linguistically appropriate standards, to increase the availability, acceptability, and use of COVID-19 public health information and services by underserved populations and others considered vulnerable for not receiving and using COVID-19 public health information.

The Gila County Health Department was notified about this grant opportunity on March 15th, 2021 by Senator Sinema's office. After reaching out to our consultant list, ASU and U of A, and our local stakeholders the decision was made to complete an expedited contract for the May 20, 2021 application deadline. The grant opportunity allows for 73 awards of up to 3 million dollars each. The Gila County application is for \$2,571,740 with no match required. This sum includes \$1,750,000 in mini-grant for local Gila County organizations. The anticipated grant period will be July 1, 2021, to June 30, 2023.

On June 1, 2021, The Gila County Board of Supervisors approved the application for the Health Literacy Initiative; addressing COVID-19 Pandemic in Gila County's underserved communities grant.

On July 1, 2021, The Department of Health & Human Services Office of Minority Health signed the disposition letter of approval awarding Gila County an award in the amount of \$2,571,740 for the period of July 1, 2021, through June 30, 2023. Gila County was officially notified on July 15, 2021, of the award letter.

The Gila County Health and Emergency Management Division is seeking a consultant team to provide grant management services, including subgrantee awards, evaluation, fiscal tracking, and implementation support for the Advancing Health Literacy to Enhance Equitable Community Response to Covid-19 grant received from the U.S. Department of Health and Human Services Office of Minority Health (OMH). The main objectives of the grant are to improve organizational and individual health literacy and connect with vulnerable populations through established partnerships that include healthcare, fire and emergency responders, senior centers, and other community-based organizations.

Evaluation

The Gila County Health and Emergency Management Division will utilize the funding in coordination with the awarded contractor to address health literacy in the underserved populations of Gila County in partnership with Banner Payson Medical Center, Canyonlands Healthcare, Horizon Health & Wellness, Arizona Youth Partnership, Town of Miami - Senior Center, and the Town of Payson Fire Department. Project partners will work to address the following objectives: (1) Address barriers to accurate and reliable health information during the COVID-19 pandemic, (2) Apply health literacy and plain language principles to improve communication and understanding among vaccine-hesitant and vulnerable populations,

and (3) Identify, disseminate or develop COVID-19 resources and responses to meet the literacy, language, and cultural needs of diverse audiences through the development of health impact statements and health literacy action plans.

Conclusion

To meet grant requirements, Gila County is seeking a consultant team to provide grant management services, including subgrantee awards, evaluation, fiscal tracking, and implementation support for the Advancing Health Literacy to Enhance Equitable Community Response to Covid-19 grant received from the U.S. Department of Health and Human Services Office of Minority Health (OMH). The main objectives of the grant are to improve organizational and individual health literacy and connect with vulnerable populations through established partnerships that include healthcare, fire and emergency responders, senior centers, and other community-based organizations.

Upon approval from the Board of Supervisors, the advertisement for Request for Proposals No. 071921-*Sub-Grantee for Project Management (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19)* will run on July 28, 2021, and August 4, 2021, editions of the Arizona Silver Belt newspaper with a proposal due date of September 2, 2021.

Recommendation

It is the recommendation of the Finance Director and the Health and Emergency Management Director that the Board of Supervisors authorizes the advertisement of Request for Proposals No. 071921 - *Sub-Grantee for Project Management (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19)* to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 071921 - *Sub-Grantee for Project Management (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19)*. **(Michael O'Driscoll)**

Attachments

Request to Advertise

Request for Proposal No. 071921

EXHIBIT "H"

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

<p style="text-align: center;">IS THIS A REQUEST FOR <i>Check one</i></p> <p>Bids _____ Proposals <u> X </u></p> <p>Qualifications _____</p>	<p style="text-align: center;">REQUEST NUMBER</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(For Procurement Use Only)</i></p>
---	--

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS: Sub-grantee for Project Management (Advancing Health

Fund 1008 Dept No. 404 Program _____ Location _____ Account 4210.4

INTENT

It is the intent of this solicitation to establish a contract with a contractor to assist with our health literacy response to the current COVID-19


Signed: _____ Date _____

Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

<p>DATE Department Receipt _____</p> <p>Presented to Board _____</p> <p>Delivered to Paper _____</p> <p>Advertised From _____</p> <p>Closing Date _____</p> <p>Awarded To _____</p>	<p>Placed on Agenda _____</p> <p>Approved to Call _____</p> <p>Paper Name _____</p> <p>To _____</p> <p>Bid Award Date _____</p> <p>Pre-Bid Meeting Date _____</p>
---	---

III. OTHER APPROVAL: *Only as necessary*

Department Name: Health & Emergency Management 

Department Head Signature _____ Date 7/19/2021

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED

Finance Director Signature _____ Date _____

GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 071921

**SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO
ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19)**

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Tim R. Humphrey, Chairman
Steve Christenson, Vice Chairman
Woody Cline, Member**

COUNTY MANAGER

James Menlove



GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 071921
SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE
RESPONSES TO COVID-19)

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Sub-Grantee for Project Manager (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19).

SUBMITTAL DUE DATE: 11:00 AM, MST, August 11, 2021

RETURN PROPOSAL TO: GILA COUNTY
FINANCE DEPARTMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the finance department Copper Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 071921 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: July 28, 2021, and August 4, 2021

Signed: _____
Tim R. Humphrey, Chairman of the Board

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

TABLE OF CONTENTS

CONTENT	PAGE
Notice of Solicitation.....	1
Table of Contents.....	2
Intent.....	3
Scope of Work	4-5
Exhibit “A”; Instructions to Bidders.....	6-7
Preparation of Sealed Bid	6
Amendments	6
Inquiries.....	6
Late Proposals	6
Submittal Bid Format	7
General Terms and Conditions	7-9
Award of Contract	9
Protests	9
Laws & Ordinances	9
Exhibit “B”; Contract Award Agreement	9
Overcharges by Antitrust Violations.....	9
Authority to Contract	10
Contract Amendments	10
Contract Default	10
Right to Assurance.....	10
Co-op Intergovernmental Purchasing Agreement	10
Cancellation of County Contracts.....	10
Termination of Contract.....	11
Indemnification Clause.....	11
Insurance Requirements	12-13
Exhibit “C”; Minimum Specifications and Information	14-15
Section 1.0; General Purpose	14
Section 2.0; Bid Pricing & Term	14
Section 3.0; Negotiations	15
Qualification and Certification Forms.....	16-17
Price Sheet.....	18
Reference List	19
No Collusion Form.....	20
Certification Regarding Debarment.....	21
Intentions Concerning Subcontracting	22
Legal Arizona Workers Act Compliance	23
Israel Boycott Certification.....	24
Checklist & Addenda Acknowledgment	25
Offer Page.....	26
Acceptance of Offer Page.....	27

INTENT

REQUEST FOR PROPOSAL FOR: Sub-Grantee for Project Manager (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19)

INTENT:

Gila County Division of Health and Emergency Management is seeking a consultant team to provide grant management services, including subgrantee awards, evaluation, fiscal tracking, and implementation support for the Advancing Health Literacy to Enhance Equitable Community Response to Covid-19 grant received from the U.S. Department of Health and Human Services Office of Minority Health (OMH). The main objectives of the grant are to improve organizational and individual health literacy and connect with vulnerable populations through established partnerships that include healthcare, fire and emergency responders, senior centers, and other community-based organizations.

For the purposes of this Request for Proposal, “Contractor” is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

The Contractor shall:

Subgrantee Awards

- Partner with Gila County organizations, which may include, healthcare, fire and emergency responders, senior centers, and other community-based organizations to connect with vulnerable populations.
- Award mini grants for up to \$250,000 per partner for a total of 1.75 million dollars for the grant period of July 2021 to June 2023.
- Work with project partners to address the following grant objectives:
 - (1) Address barriers to accurate and reliable health information during the Covid-19 pandemic,
 - (2) Apply health literacy and plain language principles to improve communication and understanding among vaccine hesitant and vulnerable populations, and
 - (3) Identify, disseminate or develop Covid-19 resources and responses to meet the literacy, language, and cultural needs of diverse audiences through the development of health impact statements and health literacy action plans.

Evaluation Services

- Partner with a Minority Serving Institution Partner to provide evaluation & quality improvement as prescribed by OMH to include the following:
 - Monitor community Covid-19 vaccination, testing and outcomes data (stratified by demographics) along with quarterly data submitted by partners.
 - Prepare quarterly data summaries to facilitate quarterly reviews with partners to assess data reporting/tracking, trends, data-driven recommendations (consideration for data stratified by demographic characteristics), and other opportunities to better target populations in the health impact statements.

Implementation Support

- Work directly with Gila County in all aspects of strategy and implementation.
- Attend and participate in any required Gila County and OMH training and meetings.
- Perform partner outreach and regular check-ins with all partners (individually and/or as a large group) to discuss progress and problem solve
- Coordinate and facilitate bi-annual partner meeting, including meeting space and printed materials
- Collaborate with ASU Morrison Institute of Public Policy as grant evaluators to ensure timely data reporting
- Support project partner development and implementation of Health Impact Statements and Health Literacy Action Plans in alignment with CLAS Standards and OMH Requirements.
- Provide technical assistance and subject-matter expertise in:
 - Grants management
 - Data management and reporting
 - Health Literacy, including strategy implementation & plan development
 - CLAS Standards
 - Lean/Quality Improvement & Performance Management
 - Community collaboration and capacity building
 - Policy Development

Financial Management:

- Follow federal grant fiscal accounting practices
- Develop, prepare, and finalize budget adjustments and associated narratives for submission.
- Review and approve grant expenditures and oversee compliance related to grant funds.
- Maintain quarterly reconciliations and reviews of accounts and transactions.
- Manage pre- and post-award accounting and reporting, and complete ongoing monitoring of compliance with required deliverables.
- Support the preparation and submission of quarterly SF-425 Federal Financial Reports.

Deliverables:

The Contractor shall:

- Coordinate and facilitate bi-annual meetings with project partners
- Prepare and submit timely required narrative and financial reports and project updates using the standard reporting forms.
- Prepare and submit grant data reports in collaboration with evaluators.
- Updates to the grants program officer and other key project personnel as required.

MINIMUM QUALIFICATIONS:

- Master's degree in Public Health
- Bi-lingual, Spanish - English
- Extensive experience with grants management
- Strong track record of managing people, processes, and timelines
- Strong background supporting organizations with strategic development of plans supporting a common goal and alignment with desired outcomes
- Experience working with partner organizations to understand and implement health literacy strategies and CLAS Standards
- Lean, Quality Improvement, and Performance Management experience with Government and Healthcare Organizations

PROPOSAL RESPONSE REQUIREMENTS:

A concise proposal narrative based on the following weighted criteria:

Description of Organization

Key Staff Qualifications and Resume/CV outlining experience in the administration, implementation, and evaluation of health literacy programs, grant management, community partnerships, Public Health experience, and experience working in Gila County.

Examination

Experience successfully supporting similar projects **40 points**

Experience and capability of principal applicant and key personnel **30 points**

The proposal indicates a clear understanding of the project and is appropriate to the charge **20 points**

The budget is appropriate for the scope of work submitted **10 points**

Total 100 points

It is the intent of Gila County to award a contract to a qualified Contractor for the Sub-Grantee for Project Manager (Advancing Health Literacy to Enhance Community Equitable Responses to COVID-19).

See page 18 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, bhurst@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this request for sealed proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its proposal and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the proposal and qualifications forms provided in this request for proposal package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of bid and made a part of this contract.

The county will use the proposal and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for proposal shall be listed on the proposal.

- F. No alterations in proposals, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form, page 25.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a proposal being rejected as non-responsive.

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, August 5, 2021 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on the notice for sealed proposal will be returned unopened. Late proposals shall not be considered. Any Contractor submitting a late proposal shall be so notified.

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the proposal and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound proposals** are not permitted. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19)", Proposal No., "071921", Date "August 11, 2021", and time "11:00 AM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

General Terms & Conditions continued...

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 16 through 27.

Overcharges by Antitrust Violations

The county maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the county any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the request for proposal issued by the county and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code.

Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The county, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or deliverables, or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the county terminates this contract in whole or part, the county may procure supplies or services similar to those terminated, and the Contractor shall be liable to the county for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services.

The Contractor to whom this contract is awarded may be requested by other parties of said active purchasing agreements to extend to those parties the right to purchase supplies, equipment, and services provided by the Contractor under this contract, pursuant to the terms and

conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

The county reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The county will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. ***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and contract number and project description shall be noted on the certificate of insurance. The county reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the county separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19) for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its proposal submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
 - 1.3.2 Qualification and Certification Form (page 16-17)
 - 1.3.3 Price Sheet (page 18)
 - 1.3.4 References List (page 19)
 - 1.3.5 No Collusion Certification (page 20)
 - 1.3.6 Certification of Debarment (page 21)
 - 1.3.7 Intentions Concerning Subcontracting (page 22)
 - 1.3.8 Legal Arizona Workers Act Compliance (page 23)
 - 1.3.9 Israel Boycott Certification (page 24)
 - 1.3.10 Checklist & Addenda Acknowledgment (page 25)
 - 1.3.11 Offer Page (page 26)
 - 1.3.12 Acceptance of Offer (page 27)

SECTION 2.0

Proposal Pricing & Term

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

The finance director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. The board of supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the request for proposals.

For the purpose of conducting negotiations, the county shall determine what proposals are susceptible for being selected for award. A determination that a proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the county files. If it is determined a proposal is not reasonably susceptible of being selected for award, the Contractor shall be notified and shall not be afforded an opportunity to modify its proposal.

3.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting negotiations. Disclosure of a contractors' price or any information derived from competing proposal prices or any information derived from competing proposals is prohibited.
- - a. Any response to a request for clarification of a proposal shall be in writing.
 - b. Gila County shall keep a record of all negotiations.
- For the purposes of conducting negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and or contract award.
 - b. Exclusive Negotiations: A determination may be made by the director to enter into exclusive negotiations with the responsible Contractor whose proposal is determined in the selection process to be most advantageous to the county.
- Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.
 - a. A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive negotiations are conducted and an agreement is not reached, the county may enter into exclusive negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 071921 SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19)

The applicant submitting this proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
 - b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** _____
(If Applicable)

Signature of Authorized Representative

Printed Name

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 071921 SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19).

Contractor Name: _____

Phone No.: _____

COSTS	
<i>Annual Rate</i> <i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15th of the following month)</i>	\$ _____
TOTAL COST	\$ _____

****All applicable taxes shall be included in proposed amount.**

Signature of Authorized Representative

Printed Name

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this request for proposals during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

Name of Business

Signature of Authorized Representative

Title

**AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

(Name of Individual)

being first duly sworn, deposes and says:

That he or she is _____
(Title)

Of _____ and
(Name of Business)

That he or she is submitting a proposal on **SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19), RFP NO. 071921** and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said _____

(Name of Business)

has, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free-competitive bidding in connection with the above-mentioned service.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2021.

My Commission expires: _____
Notary Public

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 071921 SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19)**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- ☐ **YES**, it is my intention to subcontract a portion of the work.
- ☐ **NO**, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the state and federal immigration laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of county's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that county may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Signature of Authorized Representative

Printed Name

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: _____

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
ISRAEL BOYCOT CERTIFICATION
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2021

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 071921 SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19). All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, December 18, 2021, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this request for proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 071921 SUB-GRANTEE FOR PROJECT MANAGER (ADVANCING HEALTH LITERACY TO ENHANCE COMMUNITY EQUITABLE RESPONSES TO COVID-19)

Contractor Submitting Proposal:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 071921, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 071921**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, _____.

GILA COUNTY BOARD OF SUPERVISORS:

Tim R. Humphrey, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-6798

Regular Agenda Item 4. I.

Special BOS Meeting

Meeting Date: 07/27/2021

Submitted For: Tim Humphrey, Board of Supervisors-District 2

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Board of Supervisors-District 2

Information

Request/Subject

Discussion regarding creating a reward program for reporting illegal dumping.

Background Information

There is a large and serious issue with illegal dumping on private, state, and federal lands. One idea that has been brought forward that has been used in other areas such as Sacramento is to create a reward program for reporting illegal dumping.

Evaluation

It would be beneficial for the Board of Supervisors to receive information regarding the potential barriers, impacts and benefits regarding the creation of a reward program for reporting illegal dumping.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Information/Discussion regarding the creation of a reward program for reporting illegal dumping. **(Tim Humphrey)**

Attachments

Reward for Reporting Illegal Dumping

Gila County Illegal Dumping Reward Program

Supervisor Humphrey

Project Goals

- Reduce the amount of trash illegally dumped in our outdoor spaces.
- Reward citizens for reporting illegal dumping.
- Clean up our communities and surrounding areas.
- Discourage illegal dumping by placing signage and potentially game cameras in the most utilized dumping areas.

Example

- The City of Sacramento California implements a reward program to reduce illegal dumping of trash, furniture and old appliances. They have a dedicated telephone line as well as a web page for citizens to use to report an illegal dumping incident.
- If citizens witness the dumping or have information that leads to an arrest or citation of the violator, they may be eligible for a reward.

-for more info...List location or contact for specification (or other related documents)

Potential Guidelines for Reward Program

- Upon receipt of the information, staff will investigate.
- In order for report to be reward eligible, a sworn statement from the reporting citizen(s) would be required and would be collected by County Code Enforcement Officer or Sheriff's Deputy.
- Other factors determining eligibility for reward could be:
 - If the information furnished directly led to a citation or arrest of the violator without need for further investigation.
 - If the information furnished included the name, physical description, or other information about the identity of the violator sufficient to lead law enforcement to be able to cite or arrest the violator.
 - If photographs provided by the citizen(s) making the report, or other evidence of the violation is provided which leads law enforcement directly to the violator.
 - Whether other information is provided that proves to be a significant factor in the citing or arrest of the violator.
 - Staff investigating the incident will make a recommendation to Board of Supervisors or County Manager regarding issuance of reward.

Potential Limits on Issuance

- Recipients must be 18 years of age. In the event the witness is a minor, the reward should be furnished to the minor's parents and/or legal guardian.
- Only one reward to be paid out per person, per incident. If the same person furnished two or more pieces of information that led to the citation or arrest and conviction of a violator, this should not result in the issuance of additional rewards.
- In the event that one or more persons furnish identical information leading to the citation or arrest and conviction of violator, as determined by staff, the reward should be evenly divided among those persons.
- In an effort to ensure sufficient funds are available and encourage as many different members of the public as possible to be “vigilant” about illegal dumping issues, there should be a limit of the number of rewards or partial rewards payable to any single person each calendar year.

Potential Persons Ineligible for Reward

- Those persons, including members or their families who are determined by Law Enforcement or Code Enforcement to have in any way committed, participated, encouraged, allowed or facilitated the illegal dumping to occur.
- County Code Enforcement personnel.
- Law Enforcement.
- Private citizens responsible for enforcement or regulations, monitoring and/or maintaining property and other areas, including property managers, maintenance staff and similar personnel.
- The property owner or occupant whose property was used as the illegal dumping site in the incident.

Questions?