

TOWN OF FLORENCE SPECIAL MEETING AGENDA

Mayor Tara Walter
Vice-Mayor Vallarie Woolridge
Councilmember John Anderson
Councilmember Becki Guilin
Councilmember Bill Hawkins
Councilmember Kristen Larsen
Councilmember Karen Wall



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, October 1, 2018

5:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Special Meeting of the Florence Town Council will be held on Monday, October 1, 2018, at 5:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
Wall __, Larsen __.

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

6. WORK SESSION ON BUDGET

7. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1.

- a. Discussion/Approval/Disapproval of the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 1 engineering services. (Chris Salas)
- b. July 30, 2018 Merrill Ranch Community Facilities District No. 1 Meeting minutes.

8. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1.

9. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2.

- a. **Discussion/Approval/Disapproval** of the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 2 engineering services. (Chris Salas)
- b. **July 30, 2018** Merrill Ranch Community Facilities District No. 2 Meeting minutes.

10. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2.

11. PRESENTATIONS

- a. **Presentation by Arizona** Fight Club. (Randy Robles)
- b. **Presentation on the 2018** Pinal County Community Wildfire Protection Plan. (David Strayer)
- c. **Proclamation declaring** October 7-13, 2018 as Fire Prevention Week. (David Strayer)
- d. **Proclamation declaring** October 2018 as Domestic Violence Awareness Month. (Mayor Walter)
- e. **Hunger Month Challenge** Presentation. (Mayor Walter)
- f. **Recognition to the Town** of Florence as Recycling Champions 2017. (Chris Salas)

12. CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. **Approval of Initial Term** Extension of the Lease Addendum between the Town of Florence, and Weagant Law Offices, PLC, at the Brunenkant Building, through October 31, 2019. (Jennifer Evans)
- b. **Approval of the Intergovernmental** Agreement Number 2018-03, regarding reimbursement of overtime and overtime employee-related expenses incurred due to the Florence Police Department's participation in the Pinal County Narcotics Task Force's Arizona Criminal Justice Commission (ACJC) Grant # DC-17-010. (Jennifer Evans)
- c. **Approval of the Intergovernmental** Agreement between the Town of Florence and the Florence Unified School District #1 for joint-use of recreation facilities. (Bryan Hughes)
- d. **Approval of the Professional** Services Agreement Extension with Wilson & Company, Inc., for General Civil On-Call Engineering Services. (Chris Salas)
- e. **Approval of the Professional** Services Agreement Extension with T. Y. Lin International, for General Civil On-Call Engineering Services. (Chris Salas)
- f. **Approval of the Professional** Services Agreement Extension with Water Works Engineers, LLC, for Utility On-Call Engineering Services. (Chris Salas)

- g. **Approval of the Professional** Services Agreement Extension with EPS Group, Inc., for On-Call Engineering Services. (Chris Salas)
- h. **Accept the resignation** of Duane Noack from the Arts and Culture Commission (Lisa Garcia)
- i. **Authorizing the Town** Manager to enter into an Intergovernmental Agreement with the City of Phoenix for use of the Phoenix Business Intelligence System. (Joe Jarvis)
- j. **Approval to contract with** Fairfield Service Company of Indiana LLC, in an amount not to exceed \$50,000, for service technician, evaluation, rehabilitation and repair of the Fairfield Service Company Climber Screen.
- k. **Approval of accepting** the register of demands ending August 31, 2018, in the amount of \$3,359,014.33. (Joe Jarvis)

13. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of a six-month extension of the Greater Florence Chamber of Commerce Professional Services Agreement, through June 30, 2019, in an amount not to exceed \$33,750. (Jennifer Evans)
- b. **Discussion/Approval/Disapproval** of the Professional Services Agreement Extension with Hazen and Sawyer, for Utility On-Call Engineering Services in an amount not to exceed \$175,000. (Chris Salas)
- c. **Discussion/Approval/Disapproval** of the Professional Services Agreement Extension with WestLand Resources, Inc., for Utility On-Call Engineering Services, in an amount not to exceed \$175,000. (Chris Salas)
- d. **Discussion/Approval/Disapproval** of the Air Methods Corporation, non-exclusive, Revocable License Agreement for the utilization of the helipad at Fire Station 541. (David Strayer)
- e. **Discussion/Approval/Disapproval** of the Land Use Approval Process Agreement by and between the Town of Florence, a municipal corporation, and SWVP-GTIS MR L.L.C., a Delaware limited liability company. (Brent Billingsley)

14. MANAGER'S REPORT

15. DEPARTMENT REPORTS

- a. **Community Development**
- b. **Community Services**
- c. **Courts**
- d. **Finance**
- e. **Fire**
- f. **Police**
- g. **Public Works**

16. CALL TO THE PUBLIC

17. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

18. ADJOURNMENT

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON SEPTEMBER 27, 2018, BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.*****

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 AGENDA

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Merrill Ranch Community Facilities District No. 1 Members and to the general public that a Special Meeting of the District Board will be held on Monday, October 1, 2018, at 5:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
Wall ____, Larsen __.

3. NEW BUSINESS

- a. Discussion/Approval/Disapproval of the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 1 engineering services. (Chris Salas)
- b. July 30, 2018 Merrill Ranch Community Facilities District No. 1 Meeting minutes.

4. ADJOURNMENT

POSTED ON SEPTEMBER 27, 2018, BY LISA GARCIA, DISTRICT CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 AGENDA

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Merrill Ranch Community Facilities District No. 2 Members and to the general public that a Special Meeting of the District Board will be held on Monday, October 1, 2018, at 5:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
Wall ____, Larsen __.


3. NEW BUSINESS

- a. Discussion/Approval/Disapproval of the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 2 engineering services. (Chris Salas)
- b. July 30, 2018 Merrill Ranch Community Facilities District No. 2 Meeting minutes.

4. ADJOURNMENT

POSTED ON SEPTEMBER 27, 2018, BY LISA GARCIA, DISTRICT CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6.
MEETING DATE: October 1, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Council Budget Work Session		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Community Vitality</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Economic Prosperity</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Leadership and Governance</div> <div style="width: 50%;"><input type="checkbox"/> Partnership and Relationships</div> <div style="width: 50%;"><input type="checkbox"/> Transportation and Infrastructure</div> <div style="width: 50%;"><input type="checkbox"/> Statutory</div> <div style="width: 50%;"><input type="checkbox"/> None</div> </div>		

RECOMMENDED MOTION/ACTION:

Discussion only, no motion or action is requested.

BACKGROUND/DISCUSSION:

The Fiscal Year 2019-2020 budget season has now begun! The Finance Director would like to address a couple of items at the beginning of the budget process.

- Invite the Mayor to recognize the members of the Budget Committee.
- The budget process is the opportunity for the community, Town Council, and staff to discuss how the available funds should be allocated to meet the obligations and changing needs of the Town while fulfilling the commitments made within such documents as the Strategic Plan and the General Plan. One way that the staff will obtain input is by hosting a public meeting. A meeting has been advertised for the evening of October 3, 2018. At the meeting, staff will be prepared to accept public comment on the Fiscal Year 2019-2020 budget. All comments from the meeting will be shared with the Council for their review and consideration.
- Draft Budget Calendar.
- The budget should contain at least \$10,000 for advertising and promoting the 2020 Census Count, should contain at least \$45,000 for the contract with Subex, and should include a budget for the purchase of paper water.
- Budget vs. Actual results for the Fiscal Year 2017-2018 and how much may be added to each fund balance (not audited).

- Receive comments from the Town Council on the Fiscal Year 2019-2020 budget and if it pleases the Council, receive input from the community.

A VOTE OF NO WOULD MEAN:

No vote is requested.

A VOTE OF YES WOULD MEAN:

No vote is requested.

FINANCIAL IMPACT:

Not applicable at this time.

ATTACHMENTS:

Fiscal Year 2019-2020 Draft Budget Calendar
Budget vs. Actual and fund balance results (not audited)

2019/20 Budget Calendar- DRAFT

Date	Task	A.R.S	Comments
9/19/2018	Announce on website and social meeting about the Public Meeting. Advertise in the next week's paper.		
9/26/2018	Announce on website and social meeting about the Public Meeting		
10/1/2018	Council Budget Work Session		
10/3/2018	Budget Committee		
10/3/2018	Public Meeting to solicit budget ideas from the community		
10.4-10.5	Potential Budget Committee meetings between 8a and 5p an additional 8 to 16 hours		
TBD	Budget Committee, could potentially meet every Wednesday evening from 5:30p until 8:30p. Beginning October 10th through the adoption of the Final budget.		During the second week of FUSD's breaks, meeting would be schedule during the day, as indicated
10/22/2018	Q1 budget report. Present to Administration, then Management, then Budget Committee and then to Council with 3 years of division results		
11/1/2018	Provide to Directors and Managers: Blank budget pages, CIP, and location of budget forms		
11/1/2018	Finance Director provide training to all staff who will prepare budget documents		
12/3/2018	Receive forecasts, next year requests, and new requests (operational, personnel, using DIF balance, and capital)		
12/31/2018	Finance and Administration finalize recommendation of budget, personnel changes, CIP, and tax rates		
12.31-1.4	Potential Budget Committee meetings between 8a and 5p may be an additional 8 to 40 hours		Primary and District Property Taxes & CFD and SLID budgets
1/22/2019	Q2 budget report. Present to Administration, then Management, then Budget Committee and then to Council with 3 years of division results		
February	Council Budget Work Session discuss primary property tax, district property taxes, CFD and SLIDs budgets		

2019/20 Budget Calendar- DRAFT

Date	Task	A.R.S	Comments
3.18-3.22	Potential Budget Committee meetings between 8a and 5p may be an additional 8 to 40 hours		Budget and CIP
2/10/2018	Receive from the county assessor certified property values necessary to calculate the property tax levy limit and the final levy limit worksheet.	42-17052	On or before Feb 10
2/15/2017	Make the property values provided by the county assessor available for public inspection. Provide to Clerk	42-17055	
2/20/2018	Notify the PTOC as to agreement or disagreement with the property tax levy limit.*	42-17054	Within 10 days of receiving values
April	Council Work Session discuss Budget and CIP		
4/15/2018	Before April 18th, post notice on website per statute: intent to increase, report to support, & date, time and location of hearings	48-715, 9-499.15	60 days before hearing
4/15/2019	Q3 budget report. Present to Administration, then Management, then Budget Committee and then to Council with 3 years of division results		
5/6/2019	Adoption of Tentative Budget including CIP and Districts by resolutions	42-17101, 48-716	On or before 3rd Monday in July, Presented before July 15th
May	Publish a summary of the tentative budget two consecutive weeks. Also include time and place of budget hearing and statement indicating that the proposed budget may be examined at the library and Town Hall.	42-17103	By 7 days from adoption
May	Post Tentative budget on website for at least 60 months.	42-17105	By 7 days from adoption
May	Press release on public hearings		
5/20/2019	First reading of primary property tax levy ordinance and district property tax levy ordinances		
5/23/2019	Forward TNT notice to paper to publish on May 30 Exhibit H* Issue a press release with the notice.	42-17107	between 14 and 20 days before hearing
5/23/2019	Forward TNT notice to paper to publish on June 6 Exhibit H*	42-17107	between 7 and 10 days before hearing
5/23/2019	Forward TNT notice to paper to publish on June 13 Exhibit H*	42-17107	between 7 and 10 days before hearing

2019/20 Budget Calendar- DRAFT

Date	Task	A.R.S	Comments
6/3/2019	Public hearing on final general budget	42-17104	On or before the 14th day before the day on which the levy is adopted
6/3/2019	Convene to a special meeting to adopt Final Budget including CIP by resolution	42-17105	On or after TNT and final budget public hearings
6/3/2019	Post entire final budget and Schedules A-G on website and keep it posted for at least 60 months.	42-17103	By 7 days from adoption
6/3/2019	Public hearing on final budget for Districts	48-716	
6/3/2019	Convene a special meeting to adopt CFD budgets by resolutions- inform Pinal County Finance Department*	48-718	Adopted by Oct 1st
6/17/2019	Public hearing on district property tax levy	48-715	
6/17/2019	Public hearing on TNT and primary property tax levy	42-17107	
6/24/2019	Submit information on involuntary tort judgements and appropriate documentation to the PTOC.*	AAC 15-12-202	Due 1st Monday in July
7/15/2019	Second reading of ordinance to adopt district property tax with a roll call vote (CFDs, SLIDs)- inform ADOR and Pinal County Finance Department*		
7/15/2019	Second reading of primary property tax levy ordinance and adoption by roll call vote	42-17151	After TNT hearing. Levy must be adopted by County by 3rd Monday in Aug
7/15/2019	A copy of the primary property tax ordinance, copy of the published truth in taxation hearing notice and affidavit of publication should be sent to the PTOC*	42-17151	By 3 days from levy adoption
7/15/2019	A copy of ordinance approving the levy rates is sent to County Budget Office and ADOR*		

Fund	Revenue			Expense			Added to Cash Balance
	Budget	Actual	Difference	Budget	Actual	Difference	
General	14,547,483	14,697,702	150,219	14,546,831	13,975,800	571,031	721,902
General Capital	1,835,591	1,540,494	(295,097)	417,278	71,740	345,538	1,468,754
Streets	3,130,006	3,228,888	98,882	7,575,949	3,573,733	4,002,216	(344,845)
Construction	165,457	136,560	(28,897)	-	-	-	136,560
Water	2,814,664	2,973,241	158,577	5,123,036	2,592,287	2,530,749	380,954
Wastewater	4,044,833	3,722,744	(322,089)	4,659,499	3,391,089	1,268,410	331,655
Sanitation	774,278	880,578	106,300	917,633	873,646	43,987	6,932

	COMMUNITY FACILITIES DISTRICT NO. 1 DISTRICT ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, District Engineer SUBJECT: Professional Services Agreement Extension with EPS Group, Inc. for MRCFD No. 1 Engineering Services.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 1nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District (CFD) No. 1.

BACKGROUND/DISCUSSION:

The Town of Florence's Policy on the formation of a CFD requires a Community Facilities District Engineer separate from Town Staff. The purpose of this arrangement is to protect both the developer and the Town and ensure the adequately sized infrastructure is installed. Typical duties assigned to the Community Facilities District Engineer are as follows;

- Ensure that all activities related to bidding and construction of the infrastructure improvements are conducted by the Developer in accordance with applicable statutes and Town CFD policies.
- Verify acceptable completion of the eligible infrastructure and acceptance by the Town Engineer.
- Review reimbursement documentation submitted by Developer and verify the cost of the infrastructure that is eligible for CFD financing or reimbursement to the Developer.
- Coordinate with Town's CFD Team including Manager, Town Engineer, Finance Director, Bond Counsel and Financial Advisor as well as the Developer with respect to bond issuance and other aspects of CFD infrastructure financing.

- Attend Town Council and CFD Board meetings as needed to answer questions and present recommendations for acceptance of and reimbursement for eligible infrastructure.

A VOTE OF NO WOULD MEAN:

The contract with EPS Group would expire on October 3, 2018.

A VOTE OF YES WOULD MEAN:

The Town will continue to work with EPS Group for On-Call Engineer Services until October 3, 2019.

FINANCIAL IMPACT:

The original contract was approved for services in a not-to-exceed amount of \$250,000 funded through the Community Facilities budget, Professional Services line item. To date the District has spent approximately \$9,000 with this vendor. There is approximate \$241,000 remaining on the original authorization. Staff is requesting that this amount remain available for the contract extension.

ATTACHMENTS:

Extension Agreement
Professional Service Agreement with EPS Group, Inc.
Scope of Work

**COMMUNITY FACILITIES DISTRICT 1
CONTRACT EXTENSION
FOR
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT EXTENSION ("**Contract**"), is made and entered into as of October 1 2018 ("Effective Date"), and is by and between the Merrill Ranch Community Facilities District No. 1, a municipal corporation of the State of Arizona ("**CFD 1**"), and EPS Group ("**Contractor**"). The CFD 1 and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, On October 3, 2016 the Community Facilities District No. 1 entered into a contract for On Call engineering services as specified in Exhibit "A", executed contract and individual Task Orders issued by the CFD1 ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to continue to perform the Services as set forth in Exhibit "B" and as set forth in individual Task Orders issued by the CFD 1 attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the CFD1's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the CFD1 (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 AGREEMENTS

All terms prescribed in the October 3, 2016 agreement remain in full force an effect pursuant to section 3.4 the CFD1 and the Contractor mutually agree to extend the terms of the agreement by one year with the contract expiring October 3, 2019.

IN WITNESS WHEREOF, the Merrill Ranch Community Facilities District No. 1 by its Chairman, Tara Walter, has hereunto subscribed her name this 1st day of October 2018.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

By: _____
Tara Walter, Chairman

ATTEST:

Lisa Garcia, MRCFD1 Clerk

Approved as Form:

Clifford L. Mattice, MRCFD1 Attorney

EPS Group

By: _____
Contractor

By: _____

Name: _____

Its: _____

Exhibit “B”
Scope of Work/Services

Exhibit "B"
Scope of Work/Services

PROPOSED SCOPE OF WORK for Community Facilities District (CFD) On-Call engineering services:

The consultant will perform Community Facilities District (CFD) engineering services, including but not limited to, the following:

1. Coordinate with Town staff to obtain all necessary information needed to provide the services requested, such as assessor's files, copies of plats, boundary maps, assessments, bond sales and budget information. The Town will provide available information, such as maps, easements, right-of-ways, HOA information, street inventory, acceptance information, GIS data, etc. Maintain Arizona Registration as a Professional Engineer and stamp final plans, plats, reports and related documents upon approvals.
2. Examine phasing boundaries within the CFD, conduct analysis of benefit and proportionality, and apply appropriate methodology in conformance with state law and trends in recent court case rulings. The firm will propose, if appropriate, reconfiguration of any phasing or project boundaries. In undertaking this analysis, past CFD Engineer's Reports should be examined.
3. Prepare and submit to the District Clerk all aspects of the annual Engineer's Report, up to and including, the Final Report. The report must satisfy all legal requirements.
4. Provide all documents in digital format for posting on the Town's website, if necessary and take all steps necessary to ensure compliance with all requirements.
5. Attend up to two (2) Town Council meetings annually related to the CFD. Follow up and assist with administrative corrections to reports and/or tax roll. Attend meetings with Town staff, as requested by the Town.
6. Review facilities, engineer's estimates, invoices, plan sets, etc. within the CFD as necessary to assist District Staff with engineering analysis and recommendations.
7. Review properties that are eligible but are not currently included in any CFD, and provide recommendations as to how to best structure the current District so that these areas can be incorporated into the District in the future.
8. CFD engineer shall review and make recommendations for applications for changes in ownership of major landowners in districts; review, analyze and make recommendations related to developer requests for reimbursement; assist in reviews associated with development agreements and modifications to land use plans.
9. The consultant should review any proposals to increase or decrease assessment amounts, if appropriate, and make any and all necessary recommendations to the Town. The consultant will advise on the required tasks regarding assessments and provide assistance with the process.
10. Assist the Town in addressing property owners with questions concerning Special Districts, assessments, and other related CFD issues.

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of October 3, 2016 ("Effective Date"), and is by and between the Merrill Ranch Community Facilities District No. 1, a district in the State of Arizona ("**District**"), and EPS Group, Inc. ("**Contractor**"). The District and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the District desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the District ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the District attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the District's issuance of a Request for Statement of Qualifications: Merrill Ranch Community Facilities District No. 1 Engineering & Professional Services (MRCFD1 CFDE-052516) and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE

Contractor shall act under the authority and approval of the Contract Administrator for the District, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the District. The term Task Order means a specific written agreement between the District and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by District, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations

necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring District to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$250,000.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the District. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by District, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) District's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the District, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the District's Public Works Director and other departments or agencies within the District, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the District in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by District in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the District Manager, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the District Manager. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the District Manager by the Contractor.

1.3.2 The District shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the District and are to be delivered to the District Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE

2.1 Fees. Contractor will be paid within thirty (30) days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the District Manager by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the District. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the District does not constitute acceptance by the District of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the District.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the District. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the District represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the District. As a necessary precondition to any payment under the Contract, the District may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the District to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 TERM, SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the District.

3.2 Termination.

3.2.1 Termination for Cause: District may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide District, upon request, with adequate assurances of future performance shall all be causes allowing District to terminate this Contract for cause. In the event of termination for cause, District shall not be liable to Contractor for any amount, and Contractor shall be liable to District for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. District may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if District determines termination is in District's interest. District shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the District, Contractor shall

immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the District terminates this Contract pursuant to this Section 3.2.2, then in that event the District agrees to pay for the Services performed prior to the date of termination. District may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or District law, regulation or ordinance, the District may terminate this Contract immediately upon giving notice to the Contractor.

3.3 District's Right to Terminate. The rights and remedies of the District in this Section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the District Treasurer and Contract Administrator. The District acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the District shall be the District Manager, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the District to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by District's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The District's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the District in excess of one percent (1%) of the monthly billings, the actual cost of the District's audit shall be reimbursed to the District by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of District's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the District are that of an Independent Contractor, not an employee, or agent of the District. The

District will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 District shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The District may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the District's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the District is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the District that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the District.

4.12.4 The District retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the District in regard to any such inspections.

4.12.5 The District may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the District in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this

Contract or any subcontract. “**Services**” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: EPS Group, Inc.
 125 S. Avondale Blvd. Ste. 115
 Avondale AZ 85323
 Attn: Woodrow Scoutten, PE

In the case of District: Merrill Ranch Community Facilities District No. 1
 775 N, Main Street
 PO Box 2670
 Florence, AZ 85132
 Attn: District Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the District, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and District laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor’s performance of this Contract. The District shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the District using the Contractor’s services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called “PDF” signature. The parties intend that faxed or “PDF”

signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the District. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The District acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless the Merrill Ranch Community Facilities District No. 1, its Chairman and board members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The District may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The District will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the District.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the District's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "**neutral**"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("**ADR**") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 District Provided Information and Services. The District shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the District or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the District's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The District shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the District. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert

a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the District to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the District of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The District shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the District, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the District. The District's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the District an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the District, and others retained by the District for such purposes. This license shall extend to those parties retained by the District for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the District full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The District shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the District in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the District, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the District are July 1 to June 30th. The District's Board approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. District's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The District's District Manager shall be the Contract Administrator designated by the District. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the District and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all District ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to District. Failure to maintain insurance as specified may result in termination of this Contract at District's option. The Contractor is primarily responsible for the risk management of its Services under

this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. District reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Merrill Ranch Community Facilities District No. 1 and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Merrill Ranch Community Facilities District No. 1, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Merrill Ranch Community Facilities District No. 1, its Chairman and Board members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the District, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The District reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The District reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect Contractor. Merrill Ranch Community Facilities District No. 1 reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but District has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Merrill Ranch Community Facilities District No. 1, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Merrill Ranch Community Facilities District No. 1. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Merrill Ranch Community Facilities District No. 1 and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Merrill Ranch Community Facilities District No. 1 with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

6.0 SEVERABILITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Merrill Ranch Community Facilities District No. 1 by its Chairman, Tom J. Rankin, has hereunto subscribed his name this 3 day of October, 2016.

Merrill Ranch Community Facilities District No. 1

By: Tom J. Rankin
Tom J. Rankin, Chairman

By: Tom Rankin

Name: _____

Its: Mayor

ATTEST:

[Signature]
Lisa Garcia, District Clerk

Approved as Form:

[Signature]
Clifford L. Mattice, District Attorney

By: _____
Contractor

By: W. C. Scoutten

Name: WOODROW C. SCOUTTEN

Its: DEPT. MANAGER

Exhibit "A"
Scope of Work/Services

PROPOSED SCOPE OF WORK for Community Facilities District (CFD) On-Call engineering services:

The consultant will perform Community Facilities District (CFD) engineering services, including but not limited to, the following:

1. Coordinate with Town staff to obtain all necessary information needed to provide the services requested, such as assessor's files, copies of plats, boundary maps, assessments, bond sales and budget information. The Town will provide available information, such as maps, easements, right-of-ways, HOA information, street inventory, acceptance information, GIS data, etc. Maintain Arizona Registration as a Professional Engineer and stamp final plans, plats, reports and related documents upon approvals.
2. Examine phasing boundaries within the CFD, conduct analysis of benefit and proportionality, and apply appropriate methodology in conformance with state law and trends in recent court case rulings. The firm will propose, if appropriate, reconfiguration of any phasing or project boundaries. In undertaking this analysis, past CFD Engineer's Reports should be examined.
3. Prepare and submit to the District Clerk all aspects of the annual Engineer's Report, up to and including, the Final Report. The report must satisfy all legal requirements.
4. Provide all documents in digital format for posting on the Town's website, if necessary and take all steps necessary to ensure compliance with all requirements.
5. Attend up to two (2) Town Council meetings annually related to the CFD. Follow up and assist with administrative corrections to reports and/or tax roll. Attend meetings with Town staff, as requested by the Town.
6. Review facilities, engineer's estimates, invoices, plan sets, etc. within the CFD as necessary to assist District Staff with engineering analysis and recommendations.
7. Review properties that are eligible but are not currently included in any CFD, and provide recommendations as to how to best structure the current District so that these areas can be incorporated into the District in the future.
8. CFD engineer shall review and make recommendations for applications for changes in ownership of major landowners in districts; review, analyze and make recommendations related to developer requests for reimbursement; assist in reviews associated with development agreements and modifications to land use plans.

9. The consultant should review any proposals to increase or decrease assessment amounts, if appropriate, and make any and all necessary recommendations to the Town. The consultant will advise on the required tasks regarding assessments and provide assistance with the process.
10. Assist the Town in addressing property owners with questions concerning Special Districts, assessments, and other related CFD issues.

MINUTES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 SPECIAL MEETING HELD ON MONDAY, JULY 30, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Chairman Walter called the meeting to order at 6:00 pm.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

NEW BUSINESS

Ordinance No. MRCFD1 115-18

Chairman Walter read Ordinance No. MRCFD1 115-18 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 1 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY.

Mr. Joe Jarvis, District Treasurer, stated the second property tax impacts property owners within the Community Facilities District No.1. At the previous meeting, the District Board unanimously approved the budget for this next fiscal year, which included the minimum recommended property tax rate for CFD No. 1. He stated that the way the minimum rate was determined was that staff and consultants reviewed the immediate needs for the District this next fiscal year and presented a rate. Since then, staff has finished their conversation with the Town's consultants and Pulte and is presenting a secondary property tax rate of \$3.28, which includes \$0.30 for operations and maintenance. The remainder of \$2.98 will be for paying the GO Bond principal and interest and potential issuances in this next fiscal year.

Boardmember Guilin stated that a rate of \$1.90 was presented at the last meeting. She inquired what the additional levy is for.

District Treasurer Jarvis stated that since the CFDs were created, the District Boards have approved the same rate of \$3.55, which was \$3.25 per \$100 per the limited assessed value and \$0.30 for operations and maintenance. One of the changes that has occurred is Arizona Revised Statutes clearly defined what the fund balance can be within the GO cash fund balance within the Districts. There is more cash than what is allowed so they are proposing a lower rate in order to get in line with the Arizona Revised Statutes. Previously, staff had proposed a rate of \$1.9025. The new proposed rate is \$3.28.

District Treasurer Jarvis stated that they have reviewed the principal and interest payments for Series 2017 which is the refunding of Series 2008. It includes the same \$0.30 for operations and maintenance. The difference is that previously they had proposed interest only payments in this next fiscal year for a potential \$2 million GO Bond whereas now they are proposing \$360,000 as principal and interest payments on projected bond issuances in this fiscal year. He stated that previously, he had proposed a 5% delinquency rate. Staff has gone and reviewed the delinquency rate. The delinquency is those who have not paid their property taxes. Staff has found that less than 1% of the property owners within the CFD are delinquent on their property taxes. The delinquency rate was reduced to 1.75%.

District Treasurer Jarvis stated that the changes from the last presentation are:
Increased projected principal and interest payments to \$360,000 for the next ear
Reduced the delinquency rate from 5% to 1.75%.
Initial levy was proposed at approximately \$457,000
The proposed revised levy is \$788,856.28

Boardmember Guilin inquired why they had initially only proposed to pay interest for this next year.

District Treasurer Jarvis stated that CFD No. 1 has some limitations that need to be addressed. It was also important to draw down the cash balance. They had initially proposed the idea that that they would only pay interest this next fiscal year because they are not sure how much and in what amount of debt issuance they could do in this next fiscal year for GO bonds. He stated that after discussion with the consultants, it was agreed that that they felt confident that they could either issue new GO bonds this next fiscal year or utilize that cash to refund existing bonds or pay down existing debt.

District Treasurer stated that when they adopted the new rate they had anticipated making principal and interest payments in the fiscal year, but in the previous proposal the interest was to pay interest only next year. He stated that it was then decided that they would pay principal and interest on any new issuances to help bring down the cash balance.

Brent Billingsley, District Manager, stated that this is the first time ever that a recommendation is being presented to lower the rates in the CFDs. The minimum rate was provided at the last meeting. After discussions with Pulte and the Town's financial advisors (Piper Jaffray and Stifle), which included existing balances and their relationships to State Law, opportunities for refunding and not for new issuances of GO bonds due to the limitations that they have, and Pulte's position with respect to this. Pulte would have liked for the rates to remain the same because they have housing products for sale in both districts that are very similar, and it would be challenging for them.

District Manager Billingsley stated that they went through the financial entities and determined where they needed to be to come in line with the State Law and allow us to do the transactions that may be necessary or feasible in both CFDs while trying to understand where Pulte was coming from. A reduction in rate is being proposed for CFD No. 1 with the understanding the rate is going to decrease further next year if those transactions do not take place in the current year.

District Manager Billingsley stated that in the ordinance rates can only increase on a maximum level year-to-year by 5%.

Boardmember Guilin understood the rate increase was only on primary property tax, and not ad valorem.

District Manager Billingsley stated that per the advice of their financial advisor, it was 5% maximum increase per year. He stated this was per Proposition 117 that was approved in 2015.

On motion of Boardmember Wall, seconded by Boardmember Hawkins, to adopt Ordinance No. MRCFD1 115-18.

Roll Call Vote:

Boardmember Wall: Yes

Boardmember Hawkins: Yes

Boardmember Guilin: Yes

Boardmember Anderson: Yes

Boardmember Larsen: Yes

Vice-Chairman Woolridge: Yes

Chairman Walter: Yes

Motion Passed: Yes: 7; No: 0

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 July 16, 2018 Special Meeting minutes.

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried (7-0) to approve the Merrill Ranch Community Facilities District No. 1 July 16, 2018 Special Meeting minutes.

ADJOURNMENT

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried (7-0) to adjourn the meeting.

Tara Walter, Chairman

ATTEST:

Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Merrill Ranch Community Facilities District No. 1 meeting held on July 30, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, District Clerk

	COMMUNITY FACILITIES DISTRICT NO. 2 DISTRICT ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, District Engineer SUBJECT: Professional Services Agreement Extension with EPS Group, Inc. for MRCFD No. 2 Engineering Services.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District (CFD) No. 2.

BACKGROUND/DISCUSSION:

The Town of Florence's Policy on the formation of a CFD requires a Community Facilities District Engineer separate from Town Staff. The purpose of this arrangement is to protect both the developer and the Town and ensure the adequately sized infrastructure is installed. Typical duties assigned to the Community Facilities District Engineer are as follows;

- Ensure that all activities related to bidding and construction of the infrastructure improvements are conducted by the Developer in accordance with applicable statutes and Town CFD policies.
- Verify acceptable completion of the eligible infrastructure and acceptance by the Town Engineer.
- Review reimbursement documentation submitted by Developer and verify the cost of the infrastructure that is eligible for CFD financing or reimbursement to the Developer.
- Coordinate with Town's CFD Team including Manager, Town Engineer, Finance Director, Bond Counsel and Financial Advisor as well as the Developer with respect to bond issuance and other aspects of CFD infrastructure financing.

- Attend Town Council and CFD Board meetings as needed to answer questions and present recommendations for acceptance of and reimbursement for eligible infrastructure.

A VOTE OF NO WOULD MEAN:

The contract with EPS Group would expire on October 3, 2018.

A VOTE OF YES WOULD MEAN:

The Town will continue to work with EPS Group for On-Call Engineer Services until October 3, 2019.

FINANCIAL IMPACT:

The original contract was approved for services in a not-to-exceed amount of \$250,000 funded through the Community Facilities budget, Professional Services line item. To date the District has spent approximately \$9,000 with this vendor. There is approximate \$241,000 remaining on the original authorization. Staff is requesting that this amount remain available for the contract extension.

ATTACHMENTS:

Extension Agreement
Professional Service Agreement with EPS Group, Inc.
Scope of Work

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
CONTRACT EXTENSION
FOR
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT EXTENSION ("**Contract**"), is made and entered into as of October 1, 2018 ("Effective Date"), and is by and between the Merrill Ranch Community Facilities District No. 2, a municipal corporation of the State of Arizona ("**CFD 2**"), EPS Group ("**Contractor**"). The CFD2 and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, On October 3, 2016 the Community Facilities District No. 2 entered into a contract for On Call engineering services as specified in Exhibit "A", executed contract and individual Task Orders issued by the CFD2 ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to continue to perform the Services as set forth in Exhibit "B" and as set forth in individual Task Orders issued by the CFD2 attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the CFD2's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052526) (the "RSQ") and subsequent award by the CFD2 (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

2.0 AGREEMENTS

All terms prescribed in the October 3, 2016 agreement remain in full force and effect pursuant to section 3.4 the CFD2 and the Contractor mutually agree to extend the terms of the agreement by one year with the contract expiring October 3, 2019.

IN WITNESS WHEREOF, the Merrill Ranch Community Facilities District No. 2 by its Chairman, Tara Walter has hereunto subscribed her name this 1st day of October 2018.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT No. 2.

By: _____
Tara Walter, Chairman

ATTEST:

Lisa Garcia, MRCFD2 Clerk

Approved as Form:

Clifford L. Mattice, MRCFD2 Attorney

EPS Group

By: _____
Contractor

By: _____

Name: _____

Its: _____

Exhibit “B”
Scope of Work/Services

Exhibit “B”
Scope of Work/Services

PROPOSED SCOPE OF WORK for Community Facilities District (CFD) On-Call engineering services:

The consultant will perform Community Facilities District (CFD) engineering services, including but not limited to, the following:

1. Coordinate with Town staff to obtain all necessary information needed to provide the services requested, such as assessor's files, copies of plats, boundary maps, assessments, bond sales and budget information. The Town will provide available information, such as maps, easements, right-of-ways, HOA information, street inventory, acceptance information, GIS data, etc. Maintain Arizona Registration as a Professional Engineer and stamp final plans, plats, reports and related documents upon approvals.
2. Examine phasing boundaries within the CFD, conduct analysis of benefit and proportionality, and apply appropriate methodology in conformance with state law and trends in recent court case rulings. The firm will propose, if appropriate, reconfiguration of any phasing or project boundaries. In undertaking this analysis, past CFD Engineer's Reports should be examined.
3. Prepare and submit to the District Clerk all aspects of the annual Engineer's Report, up to and including, the Final Report. The report must satisfy all legal requirements.
4. Provide all documents in digital format for posting on the Town's website, if necessary and take all steps necessary to ensure compliance with all requirements.
5. Attend up to two (2) Town Council meetings annually related to the CFD. Follow up and assist with administrative corrections to reports and/or tax roll. Attend meetings with Town staff, as requested by the Town.
6. Review facilities, engineer's estimates, invoices, plan sets, etc. within the CFD as necessary to assist District Staff with engineering analysis and recommendations.
7. Review properties that are eligible but are not currently included in any CFD and provide recommendations as to how to best structure the current District so that these areas can be incorporated into the District in the future.
8. CFD engineer shall review and make recommendations for applications for changes in ownership of major landowners in districts; review, analyze and make recommendations related to developer requests for reimbursement; assist in reviews associated with development agreements and modifications to land use plans.
9. The consultant should review any proposals to increase or decrease assessment amounts, if appropriate, and make any and all necessary recommendations to the Town. The consultant will advise on the required tasks regarding assessments and provide assistance with the process.
10. Assist the Town in addressing property owners with questions concerning Special Districts, assessments, and other related CFD issues.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ON CALL SERVICES CONTRACT

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of October 3, 2016 ("Effective Date"), and is by and between the Merrill Ranch Community Facilities District No. 2 a district in the State of Arizona ("**District**"), and EPS Group, Inc. ("**Contractor**"). The District and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the District desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the District ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the District attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the District's issuance of a Request for Statement of Qualifications: Merrill Ranch Community Facilities District No. 2 Engineering & Professional Services (MR#2 CFDE-052516) and subsequent award by the District (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE

Contractor shall act under the authority and approval of the Contract Administrator for the District, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the District. The term Task Order means a specific written agreement between the District and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by District, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools,

supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring District to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$250,000.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the District. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by District, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) District's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the District, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the District's Public Works Director and other departments or agencies within the District, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the District in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by District in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the District Manager, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the District Manager. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the District Manager by the Contractor.

1.3.2 The District shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the District and are to be delivered to the District Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE

2.1 Fees. Contractor will be paid within thirty (30) days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the District Manager by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the District. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the District does not constitute acceptance by the District of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the District.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the District. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the District represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the District. As a necessary precondition to any payment under the Contract, the District may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the District to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 TERM, SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the District.

3.2 Termination

3.2.1 Termination for Cause: District may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide District, upon request, with adequate assurances of future performance shall all be causes allowing District to terminate this Contract for cause. In the event of termination for cause, District shall not be liable to Contractor for any amount, and Contractor shall be liable to District for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. District may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if District determines termination is in District's interest. District shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the District, Contractor shall

immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the District terminates this Contract pursuant to this Section 3.2.2, then in that event the District agrees to pay for the Services performed prior to the date of termination. District may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or District law, regulation or ordinance, the District may terminate this Contract immediately upon giving notice to the Contractor.

3.3 District's Right to Terminate. The rights and remedies of the District in this Section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the District Treasurer and Contract Administrator. The District acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the District shall be the District Manager, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the District to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by District's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The District's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the District in excess of one percent (1%) of the monthly billings, the actual cost of the District's audit shall be reimbursed to the District by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of District's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the District are that of an Independent Contractor, not an employee, or agent of the District. The

District will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 District shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The District may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the District's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the District is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the District that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the District.

4.12.4 The District retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the District in regard to any such inspections.

4.12.5 The District may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the District in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this

Contract or any subcontract. “**Services**” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: EPS Group, Inc.
 125 S. Avondale Blvd. Ste. 115
 Avondale, AZ 85323
 Attn: Woodrow Scoutten, PE

In the case of District: Merrill Ranch Community Facilities District No. 2
 775 N, Main Street
 PO Box 2670
 Florence, AZ 85132
 Attn: District Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the District, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and District laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible Party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined in the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor’s performance of this Contract. The District shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the District using the Contractor’s services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called “PDF” signature. The parties intend that faxed or “PDF”

signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the District. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The District acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless the Merrill Ranch Community Facilities No. 2 District, its Chairman and board members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The District may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The District will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the District.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the District's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “neutral”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 District Provided Information and Services. The District shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the District or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the District's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The District shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the District. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert

a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the District to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the District of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The District shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the District, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the District. The District's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the District an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the District, and others retained by the District for such purposes. This license shall extend to those parties retained by the District for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the District full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The District shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the District in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the District, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the District are July 1 to June 30th. The District's Board approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. District's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The District's District Manager shall be the Contract Administrator designated by the District. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the District and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all District ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to District. Failure to maintain insurance as specified may result in termination of this Contract at District's option. The Contractor is primarily responsible for the risk management of its Services under

this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. District reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Merrill Ranch Community Facilities District No.2 and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Merrill Ranch Community Facilities District No. 2, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Merrill Ranch Community Facilities District No. 2, its Chairman and Board members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the District, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The District reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The District reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect Contractor. Merrill Ranch Community Facilities District No. 2 reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but District has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Merrill Ranch Community Facilities District No. 2, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self- insured retention shall not be applicable with respect to the policy limits provided to Merrill Ranch Community Facilities District No. 2. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Merrill Ranch Community Facilities District No. 2 and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Merrill Ranch Community Facilities District No. 2 with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

6.0 SEVERABILITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Merrill Ranch Community Facilities District No. 2 by its Chairman, Tom J. Rankin, has hereunto subscribed his name this 3 day of October, 2016.

Merrill Ranch Community Facilities District No. 2

By: Tom J. Rankin
Tom J. Rankin, Chairman

By: Tom J. Rankin

Name: _____

Its: Mayor

ATTEST:

[Signature]
Lisa Garcia, District Clerk

Approved as Form:

[Signature]
Clifford L. Mattice, District Attorney

By: _____
Contractor

By: [Signature]

Name: WOODROW C. SKOUTTEN

Its: DEPT. MANAGER

Exhibit "A"
Scope of Work/Services

PROPOSED SCOPE OF WORK for Community Facilities District (CFD) On-Call engineering services:

The consultant will perform Community Facilities District (CFD) engineering services, including but not limited to, the following:

1. Coordinate with Town staff to obtain all necessary information needed to provide the services requested, such as assessor's files, copies of plats, boundary maps, assessments, bond sales and budget information. The Town will provide available information, such as maps, easements, right-of-ways, HOA information, street inventory, acceptance information, GIS data, etc. Maintain Arizona Registration as a Professional Engineer and stamp final plans, plats, reports and related documents upon approvals.
2. Examine phasing boundaries within the CFD, conduct analysis of benefit and proportionality, and apply appropriate methodology in conformance with state law and trends in recent court case rulings. The firm will propose, if appropriate, reconfiguration of any phasing or project boundaries. In undertaking this analysis, past CFD Engineer's Reports should be examined.
3. Prepare and submit to the District Clerk all aspects of the annual Engineer's Report, up to and including, the Final Report. The report must satisfy all legal requirements.
4. Provide all documents in digital format for posting on the Town's website, if necessary and take all steps necessary to ensure compliance with all requirements.
5. Attend up to two (2) Town Council meetings annually related to the CFD. Follow up and assist with administrative corrections to reports and/or tax roll. Attend meetings with Town staff, as requested by the Town.
6. Review facilities, engineer's estimates, invoices, plan sets, etc. within the CFD as necessary to assist District Staff with engineering analysis and recommendations.
7. Review properties that are eligible but are not currently included in any CFD, and provide recommendations as to how to best structure the current District so that these areas can be incorporated into the District in the future.
8. CFD engineer shall review and make recommendations for applications for changes in ownership of major landowners in districts; review, analyze and make

recommendations related to developer requests for reimbursement; assist in reviews associated with development agreements and modifications to land use plans.

9. The consultant should review any proposals to increase or decrease assessment amounts, if appropriate, and make any and all necessary recommendations to the Town. The consultant will advise on the required tasks regarding assessments and provide assistance with the process.
10. Assist the Town in addressing property owners with questions concerning Special Districts, assessments, and other related CFD issues.

MINUTES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 SPECIAL MEETING HELD ON MONDAY, JULY 30, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Chairman Walter called the meeting to order at 6:00 p.m.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen.

NEW BUSINESS

Ordinance No. MRCFD2 215-18:

Chairman Walter read Ordinance No. MRCFD2 215-18 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 2 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY.

District Treasurer Jarvis stated that initially he had stated that the rate of 3.3594 was the lowest rate recommend; however, he is now recommending a rate of 3.28. The reason for the new rate is due to the 5% delinquency rate. Staff evaluated the delinquency rate and found the rate to be less than 1% rather than the 5%. He stated that they modified the delinquency rate to be 2.456%.

District Treasurer Jarvis stated that the rates are historically lower than they have ever been.

Mr. Billingsley stated that the difference between CFD No. 1 and 2 is that CFD No. 2 is making sure the Board has capacity to do a GO Bond if there is capacity in the next year, as well as to comply with the State Statutes. It was also important to keep the rates the same.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, to adopt Ordinance No. MRCFD2 215-18.

Roll Call Vote:

Boardmember Guilin: Yes

Boardmember Anderson: Yes

Boardmember Larsen: Yes

Boardmember Hawkins: Yes

Boardmember Wall: Yes

Vice-Chairman Woolridge: Yes

Chairman Walter: Yes

Merrill Ranch Community Facilities District No. 2 Meeting Minutes

July 30, 2018

Page 1 of 2

Motion Passed: Yes: 7; No: 0

On motion of Boardmember Guilin, seconded by Boardmember Anderson, to adopt Ordinance No. MRCFD2 215-18.

Roll Call Vote:

Boardmember Guilin: Yes

Boardmember Anderson: Yes

Boardmember Larsen: Yes

Boardmember Hawkins: Yes

Boardmember Wall: Yes

Vice-Chairman Woolridge: Yes

Chairman Walter: Yes

Motion Passed: Yes: 7; No: 0

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 July 16, 2018 Special Meeting minutes.

On motion of Boardmember Larsen, seconded by Chairman Walter, and carried (7-0) to approve the Merrill Ranch Community Facilities District No. 2 July 16, 2018 Special Meeting minutes.

ADJOURNMENT

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried (7-0) to adjourn the meeting.


Tara Walter, Chairman

ATTEST:

Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Merrill Ranch Community Facilities District No. 2 meeting held on July 30, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, District Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11a.
MEETING DATE: October 1, 2018 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Presentation by Arizona Fight Club		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

This item is for information only.

BACKGROUND/DISCUSSION:

Arizona Fight Club (Randy and Julie Robles) submitted a Development Agreement (DA) Application to construct a training facility and boxing gym adjacent to the Town's Community Center and Aquatic complex. The facility will provide more than boxing training. Arizona Fight Club has been in business since 2009, and offers a variety of programs including personal training, boot camps, Zumba, Pilates, and Yoga, in addition to boxing training for both amateurs and professionals. The owners of Arizona Fight Club will present an overview of their project.

Mr. Randy Robles grew up and started boxing in Florence and went on to be one of the greatest amateur boxers of all time. He retired with a record of 426 wins and only 11 losses. It has been a lifelong dream for Randy to move his gym to Florence.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

There is no financial impact with DA negotiations other than staff time.

ATTACHMENTS:

Development Agreement Application
Rendition of Building
Presentation

Development Agreement Application

Case Number _____

Property Owner's Name* Randall & Julie Robles
Mailing Address 5315 E. Broadway Rd. Apt 1084 Mesa, AZ 85206
Telephone Number R 480-343-1877
J 480-430-7976 Fax Number N/A
Email Address roblesboxing@yahoo.com ; juliedrobles@yahoo.com

Applicant's Name Randall & Julie Robles
Mailing Address 5315 E. Broadway Rd. Apt 1084 Mesa, AZ 85206
Telephone Number R 480-343-1877
J 480-430-7976 Fax Number N/A
Email Address roblesboxing@yahoo.com ; juliedrobles@yahoo.com

Representative/Attorney Matthew B. Wenzlau
Mailing Address 10575 North 114th Street #103 Scottsdale, AZ 85259
Telephone Number 480-286-7144 Fax Number 480-659-2987
Email Address info@arizonamusiclaw.com

PROPERTY INFORMATION

Assessor's Parcel Number(s) 200-400-160
Legal Tract/Lot (Parcel Numbers) _____
General Location End of Main St near Aquatic Center & Tennis Courts
Street Address _____
Lot Dimensions/Acreage up to 5 acres

*Note: If there is more than one person involved in the ownership of the property that this application is prepared for, a separate page must be attached to this application in which lists the names and address of all persons having an interest in the ownership of the property along with their notarized signatures.

GIVE A DESCRIPTION/EXPLANATION OF THE PROJECT FOR WHICH THE DEVELOPMENT AGREEMENT IS PROPOSED:

Randall & Julie Robles would like to build a boxing fitness gym for their business, Arizona Fight Club. The gym will also include a living quarters section and smoothie bar inside the facility. Future plans include a possible outdoor training center and MMA addition.

Signature of Applicant

Julie Robles

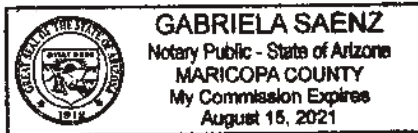
I HEREBY CERTIFY, under the penalty of perjury, that I am the owner of the property for which this application is made, and in that capacity, have given authority to the above applicant to act on my behalf.

Dated: 09/21/18

STATE OF ARIZONA)

County of Pinal)

SUBSCRIBED AND SWORN TO BEFORE me this 21 day of September, 2018.



Gabriela Saenz
Notary Public

Stamp Rec'd

Amount Received _____

☐ Cash

☐ Credit, Last 4-digits: MC/Visa

☐ Check; number: _____

Receipt Number _____

Initials Case Number _____



ERIC DIBELLA

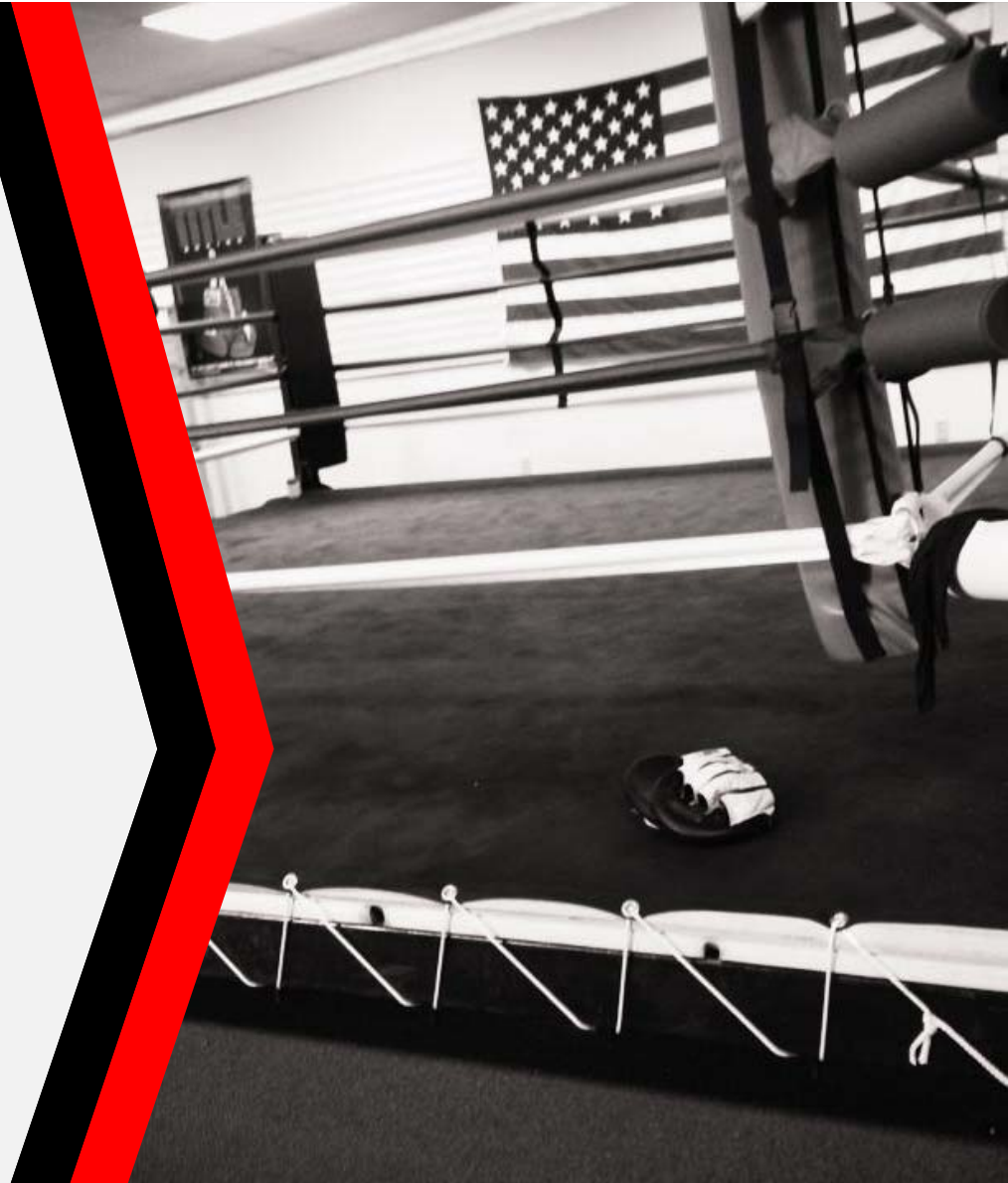






Boxing Fitness Gym

Location TBD
Florence, AZ 85132



Who We Are



- Arizona Fight Club – (Boxing Fitness Gym)
- Established in 2009
- We offer multiple boxing and fitness programs for children, adults, & seniors (55+). Whether you are looking to compete, lose weight, learn self defense, or live a healthy lifestyle, we are here to help!
- We are passionate about helping at-risk youth. We are fighting to keep kids in school, fighting to keep kids off drugs, and fighting to be a positive influence amongst our community.
- Arizona Fight Club has also produced many amateur champions at the state and national level. Many have successfully gone on to the pro level of boxing while showcasing their talents on major networks such as Showtime and ESPN.

About the Owners

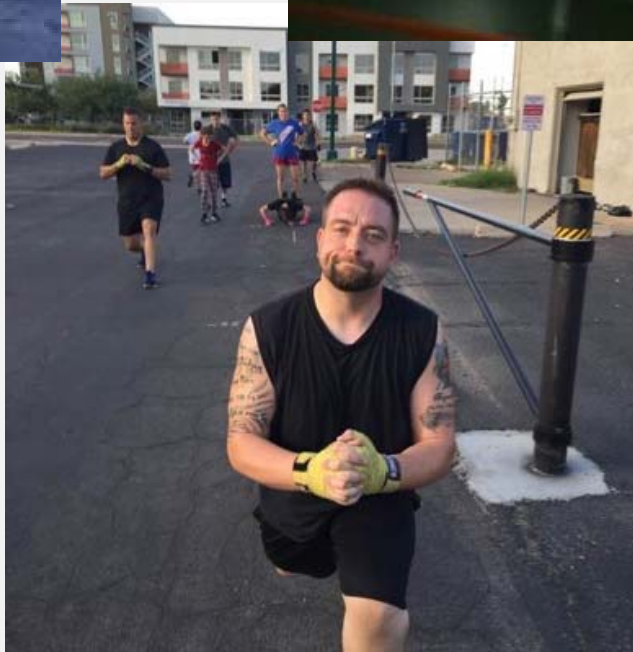


- Randy Robles has spent a lifetime in boxing starting at the age of 6 as a boxer. He is now a boxing trainer, cut man, manager of pro fighters, and gym owner.
- Six years ago, Randy met his wife, Julie Robles, at the Arizona Golden Gloves.
- Since meeting, Julie began managing the gym while assisting Randy with his pro fighters.

What does Arizona Fight Club offer?

1. Group classes such as:
 - Boxing fitness
 - Kickboxing
 - Boot camps
 - Zumba
 - Pilates
 - Yoga
 - Other fitness related classes to be added as we grow
2. Technical training for:
 - Amateur boxing team
 - Pro fighters
 - Self defense seminars
3. Desert Training Camp for pro fighters from around the world. These fighters will be able to stay and train here before big upcoming fights.
4. Personal Training







How did Arizona Fight Club begin?



- Randy Robles worked as a trainer at a boxing gym in Tempe for over a year that did not allow kids under the age of 14, amateur boxers, or professional boxers. The vision for his own boxing gym began in 2009 as he wanted to provide a boxing facility for all ages, amateur, and pro boxers alike.
- He first opened Arizona Fight Club in Tempe, AZ. Over the last 10 years he has partnered up with other various gyms but feels he hasn't found his forever spot.
- He began to think about the Town of Florence where his boxing journey started for him.
- Randy and his wife, Julie, have become very passionate about bringing their boxing gym back home to his roots.

Who is our Head Boxing Coach?

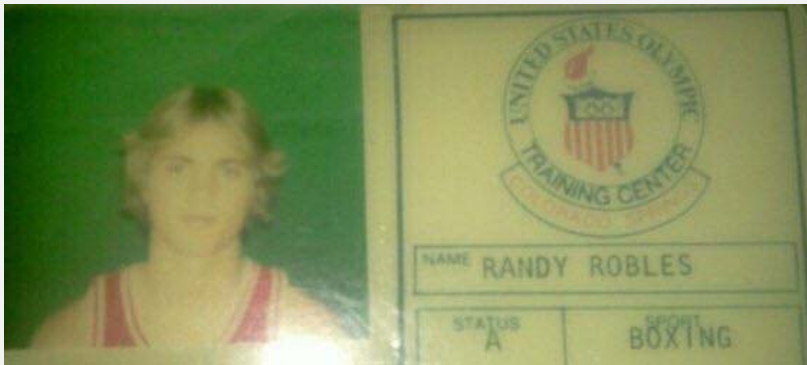
Randy Robles was one of the greatest amateur boxers of all time with a record of 426 wins and only 11 losses. He has worked in the boxing industry for over 40 years and now trains boxers himself. He has worked with many world champions and has helped many kids get off the streets to pursue their dreams of becoming a boxer. He has been named Coach of the Year many times for the West Coast. Randy is always striving to offer the best boxing and fitness programs for everyone who attends the gym. Over the years coaching boxers, he has also managed multiple boxing fitness facilities including a gym of his own. But now he would like to bring his experiences and knowledge back to the town of Florence where it all began for himself.

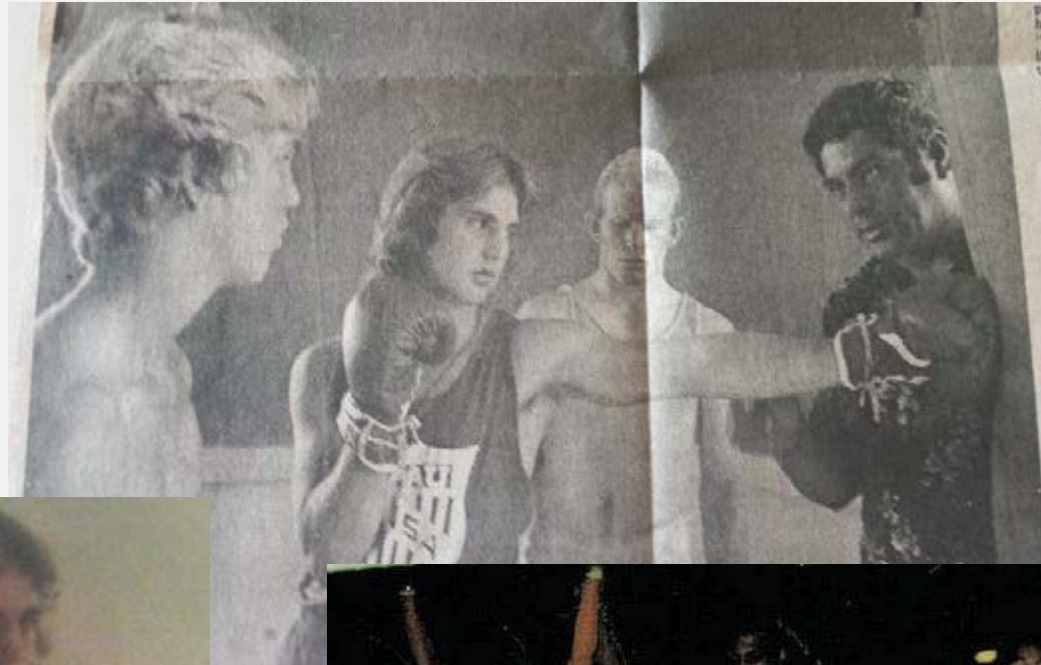
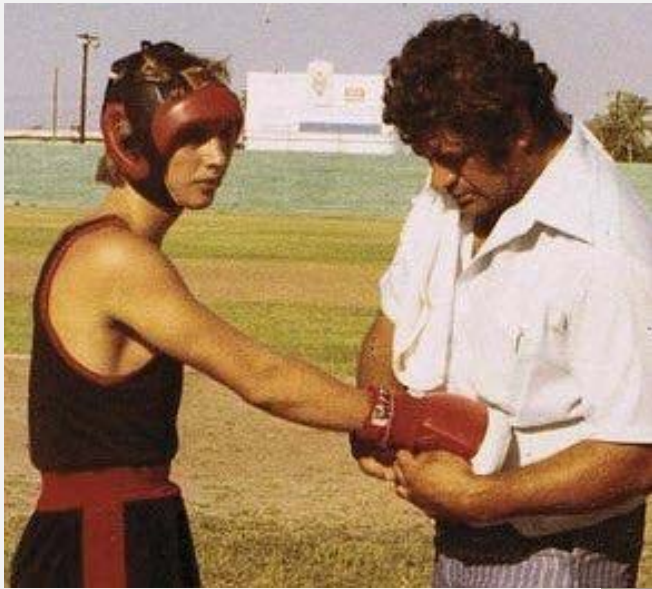




TWO FLORENCE BOXERS were voted best in the state in their class last weekend. Randy Robles, left and Danny Smithson beam proudly as they show off trophies won in the tournament.

(Staff Photo)





punch in the straight hand," his manager said. "He's fought against some of the best boxers in the area."

Robles said he needs to improve his footwork in order to be a top fighter.

"If he can develop his work, he can become a national contender," C. said.

Perhaps Robles' former this year was own son Randy.

The younger Robles is a year-old junior at High.

He has been fighting for years, four of them and the rest in Sonora and has a 22-10 record.

Among his achievements are three consecutive state championships, three regional titles and numerous boxer awards, including the National 125-pound champion.

The boxer is fighting in the program and is first senior champion.



Why Florence, AZ?

- Florence, AZ has a high demand for a facility like this as there is no other gym like it within a 30 mile radius of the town.
- Randy and his wife Julie would like to bring back what his father started when Randy was a child growing up in the Town of Florence.
- Substance abuse is a problem in many communities. One of our goals is to offer a healthy outlet for at-risk youth.
- We have a petition survey with close to 500 signatures from residents in the town that want to see a boxing fitness gym in the Town of Florence.

What specific programs will we offer the town?

- Kids Boxing/Kickboxing program for ages 8-12
- Boxing & Fitness programs for ages 13+
- Senior Boxing program for ages 55+
- Amateur Boxing Team for those wanting to compete in the sport and possibly pursue their dreams in becoming an Olympian or professional boxer
- Boxing & Fitness programs that will benefit our Military, law enforcement, and prison guards that live in town.
- Self-defense seminars



Benefits of Boxing



- Cardiovascular health
- Improved Strength
- Better hand-eye coordination
- Decreased stress level
- Self defense
- Increased confidence & self-esteem
- Healthy weight management
- Promotes discipline & respect
- Improves both physical & mental fitness

Community Outreach

- Get involved with different community programs
 - Sheriffs Department
 - Group Homes (NHYH)
 - Children living on the reservation in Sacaton
- Fundraisers for boxing team
 - Car Wash
 - Poker Night
- Charity Events
 - School Supply Drive
 - Toy Drive
 - Food Drive
- Sponsors
 - We are working with local non profits that will help sponsor children whose families cannot afford the membership fees
 - Local businesses wanting to sponsor a professional boxer
 - Local sponsors for amateur boxer events



Weekend Events part 1



- Amateur Boxing Events
 - Every other month if not once a month
 - Support local talent
 - Raises funds for the team
 - Family friendly event with food & music



- State Championship Events
 - Host Copper & Golden Glove Tournaments
 - Bring economic value to the town (hotels, restaurants, & other local businesses will benefit)

❖ Both events will bring high interest to the Town of Florence.

Weekend Events part 2

➤ “Fight Night” at the gym

- Where we have a giant movie screen showing the pro fights
- Show Pay Per View fights & other big time fights that might be on ESPN, Showtime, or HBO. Some of these fights could include boxers that train at our facility.
- Food & Drinks
- Fun for the whole family



Jobs



We will hire 4-6 full time employees and 8-10 part time employees. Some of these jobs will include:

- Fitness Instructors
- Front Desk Associate
- Janitorial & Cleaning Team
- Marketing Associate
- Personal Trainers

Location TBD



- We would love to be on or near Main St in Florence, AZ
- Found one building on Main St that could work temporarily. But we would need to purchase custom made equipment that costs roughly \$100k made special for this building. After finding our “forever” spot, the same equipment might not work for us anymore.
- Open to other buildings (possibly a lease to own option)
- Possibility of us building our own building (site TBD)

Options for Building our “Forever” Spot

- We are considering building our own boxing fitness gym
- We would like to establish our “forever” home. We want Arizona Fight Club to be around even after our passing
- If we build, the building would be built specific to the fitness gym’s needs
- We are already working with a team of architects & are still in the design phases because the site is still TBD
- If we build in Florence, our dream is to be near the new library and aquatic center at the end of Main St
- We have a construction company & contractor lined up and ready to get started

Building Ideas (Site TBD) part 1

East Elevation – Front Entrance



West Elevation



Building Ideas (Site TBD) part 2

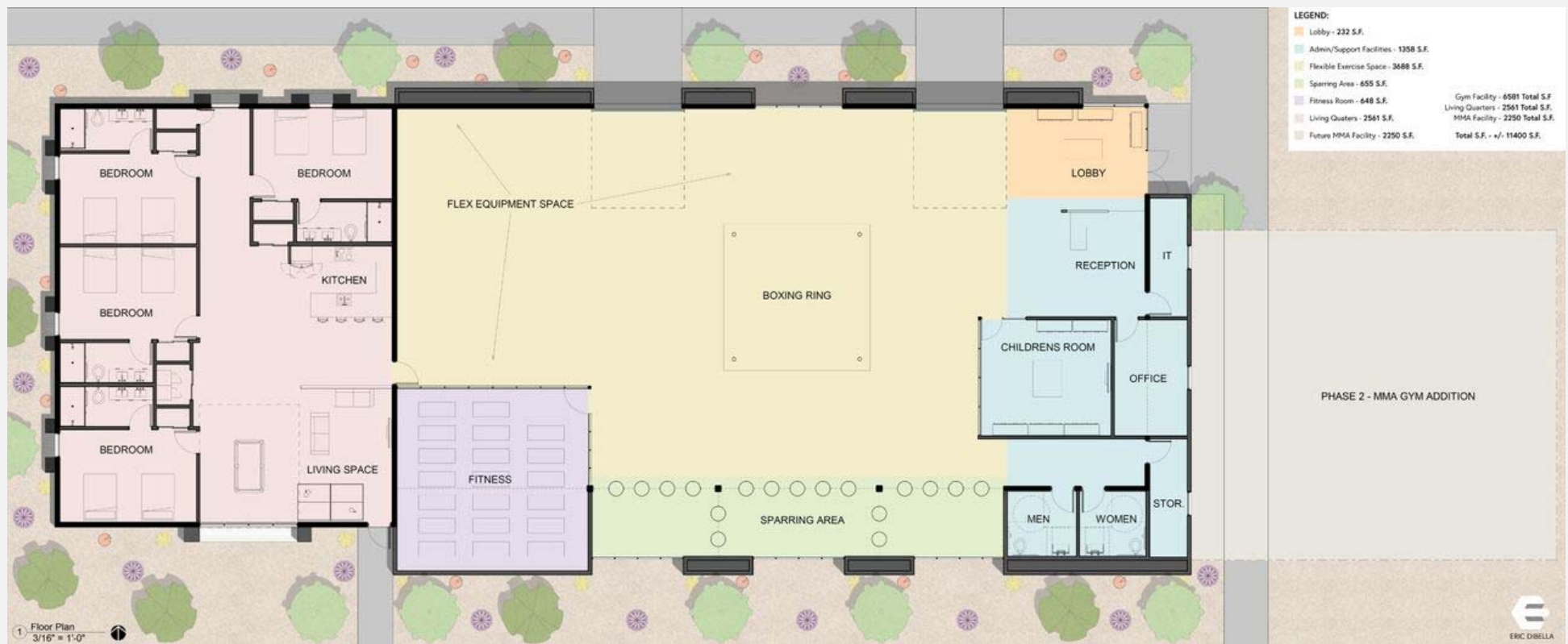
South Elevation



North Elevation

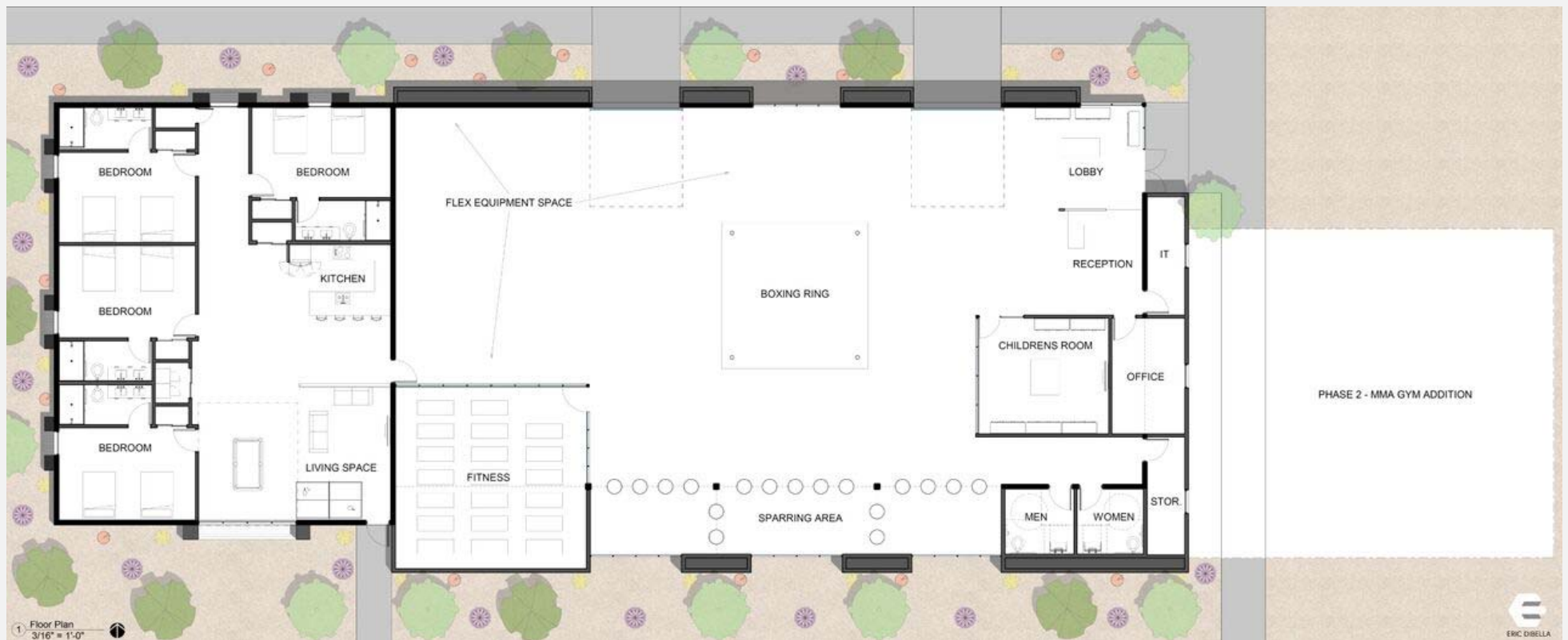


*Floor Plan - Program



*Floorplan is subject to change. We are still in the design phase.

*Floor Plan - Clean



*Floorplan is subject to change. We are still in the design phase.

Why do we need a living quarters?

- The living quarters would be used to house various pro fighters from all around the World.
- Our facility would be used as their Desert Training Camp before big upcoming fights.
- These professional boxers would occasionally train side by side with many of the children that reside in Florence, AZ.
- Could you imagine a World Champion boxer running with the kids in the town?
- After these fighters leave our Desert Training Camp to go fight we will show the fights at our gym as long as they are televised.
- This would be very inspiring for the youth of the town and used as a tool to encourage children to stay in school, stay focused, and always do their best to succeed.

Future Plans: Short –Term Goals



- Our short term goals include fundraising and finding sponsors for underprivileged youth whose families cannot afford the membership.
- Secondly, we would like to purchase a van or bus that can be used to transport our amateur boxing team to different competitions and events.
- Thirdly, Arizona Fight Club plans to put on amateur boxing events in the town of Florence every other month if not every month.

Future Plans: Long -Term Goals

- Our long term goals include adding an outdoor training facility with an obstacle course, sand pits, and cargo climbing nets.
- As well as, a possible addition on our building for an MMA program.
- Additionally, Arizona Fight Club will offer a desert training camp with living quarters for professional fighters from around the world.
- In conclusion, we want to own our building.



Summary



- We have a 60% retention rate in clients that stay with us for over 10 years. Most of our clients that join become lifelong members.
- As we relocate to Florence, AZ many of them said they would still follow.
- We are excited to bring our knowledge and passion for boxing to the Town of Florence!
- Our boxing and fitness programs are the best that Arizona has to offer.

Please See Attached

✓ Letters of Recommendation



✓ Survey Petition



Photos










Thank you!



ARIZONA
Fight Club



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11b.
MEETING DATE: October 1, 2018 DEPARTMENT: Fire Department STAFF PRESENTER: David Strayer, Fire Chief SUBJECT: 2018 Pinal County Community Wildfire Protection Plan		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

This is an informational presentation by the Pinal County Office of Emergency Management regarding the 2018 Pinal County Community Wildland Protection Plan.

BACKGROUND/DISCUSSION:

This Pinal County Community Wildland Protection Plan is a county-wide plan that addresses and seeks to reduce the wildland fire risk to the Town of Florence and Pinal County as whole. The Florence Fire Department participated in the development of the plan as it pertains to the Town of Florence and the area surrounding the Town.

A VOTE OF NO WOULD MEAN:

Information only

A VOTE OF YES WOULD MEAN:

Information only

FINANCIAL IMPACT:

None

ATTACHMENTS:

Presentation
Plan
Fact Sheet

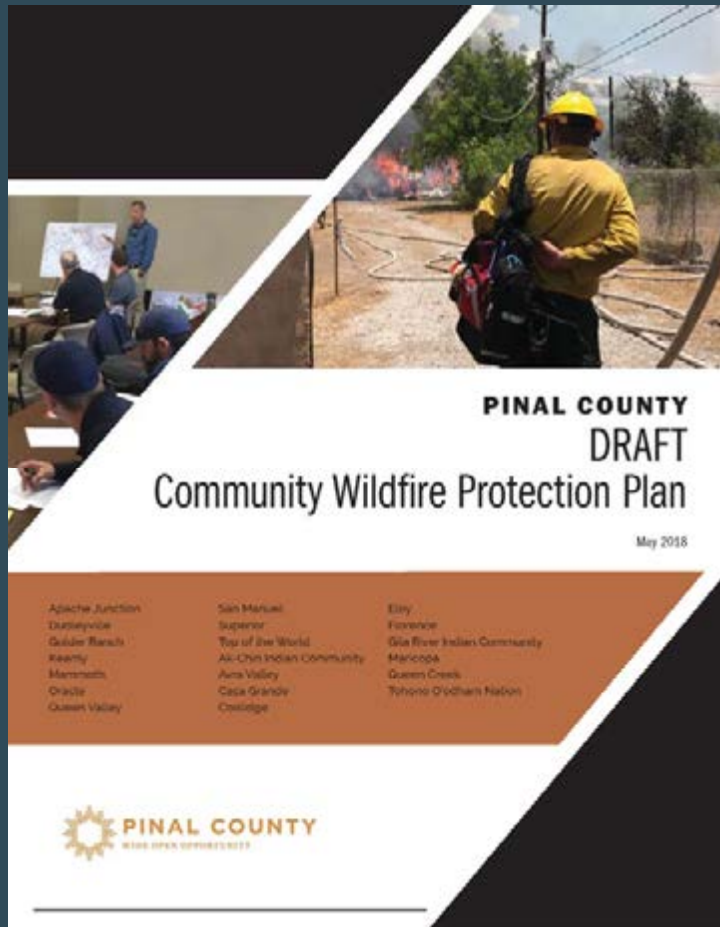
2018 Pinal County Community Wildfire Protection Plan (CWPP)



PINAL COUNTY

OFFICE OF EMERGENCY MANAGEMENT

What will we cover



- What is a Community Wildfire Protection Plan?
- History and Past Council Actions
- What are the benefits to the Town of Florence

What is a Community Wildfire Protection Plan?

- A local plan to address and reduce the wildland fire risk to the Town of Florence and Pinal County as whole;
- Collaboratively developed by our local governments and fire departments, with assistance from State and Federal agencies;
- Identifies and prioritizes areas for fuel reduction treatments;
- Recommends measures that can be taken to reduce ignitability of structures;
- Encourages community involvement and promotes economic development.



History and Past Council Actions

- The plan was first developed in 2009;
- The current revision process began on October 17, 2017;
- The revision process included a core team composed of local fire departments, state and federal forestry and fire agencies, electric utilities, and subject matter experts;
- The Pinal County Board of Supervisors Agreed to the Plan on August 8, 2018.

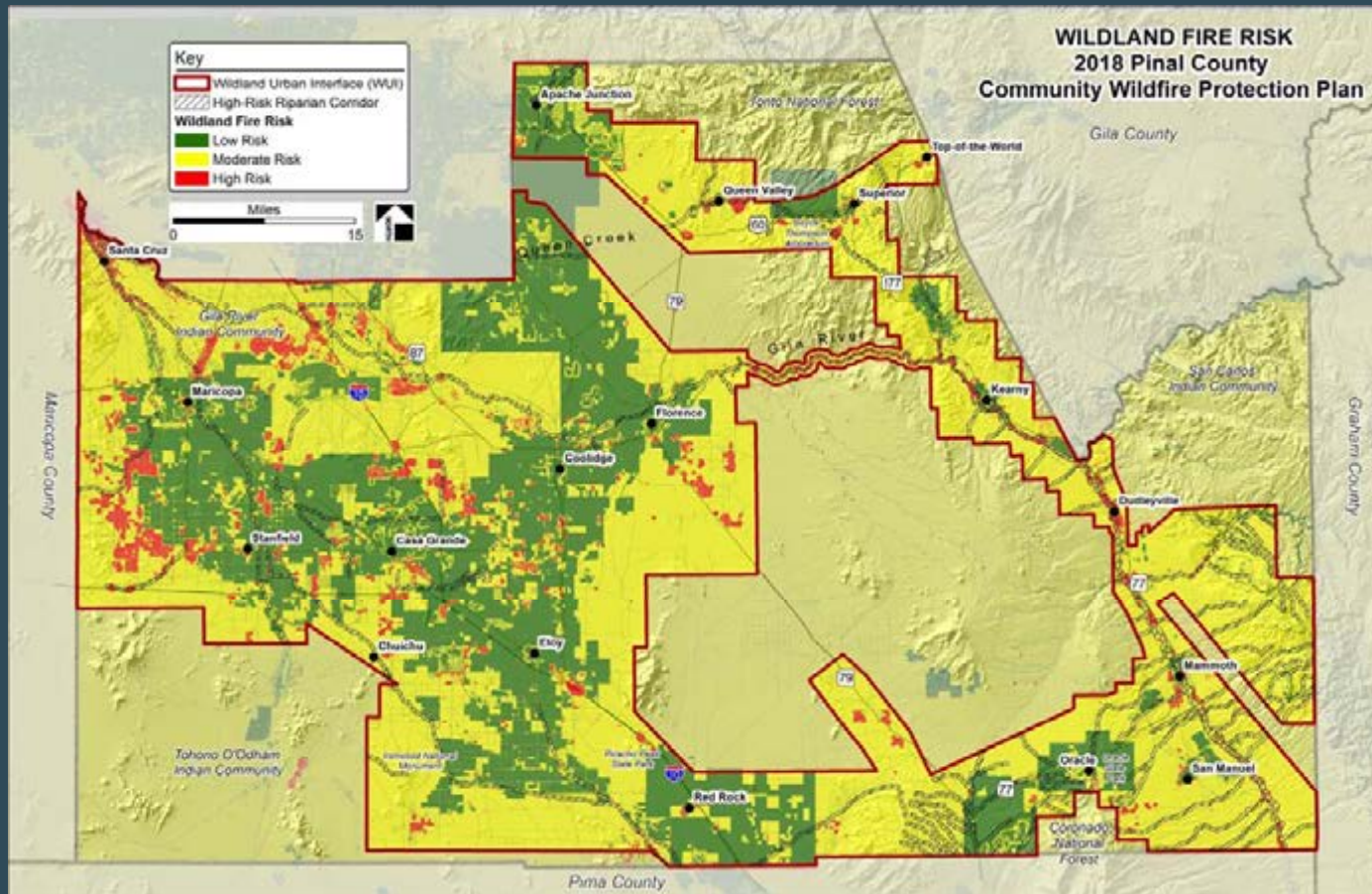


What are the benefits to the Town of Florence?

- Gives local government and fire chiefs a critical role in the development of the plan who along with the state, must agree to the plan;
- Establishes locally determined and approved wildland urban interface boundaries;
- Gives priority for federal mitigation grant funding, to the maximum extent possible, to communities that have adopted a plan;
- Requires federal agencies implementing fuel reduction projects to give priority to projects that are identified in the plan;
- Does not obligate the Town to any policy, project, or expenditures.



Questions?



The 2018 Pinal County Community Wildfire Protection
Plan can be found online at:

pinalcountyz.gov/EmergencyManagement



OFFICE OF EMERGENCY MANAGEMENT



PINAL COUNTY Community Wildfire Protection Plan

June 2018

Apache Junction
Dudleyville
Golder Ranch
Kearny
Mammoth
Oracle
Queen Valley

San Manuel
Superior
Top of the World
Ak-Chin Indian Community
Avra Valley
Casa Grande
Coolidge

Eloy
Florence
Gila River Indian Community
Maricopa
Queen Creek
Tohono O'odham Nation



PINAL COUNTY
WIDE OPEN OPPORTUNITY

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Pinal County Community Wildfire Protection Plan

June 2018

Prepared by:

Logan Simpson

51 W 3rd Street

Suite 450

Tempe, AZ 85281

(480) 967-1343

www.logansimpson.com



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ACRONYMS AND ABBREVIATIONS

ADFFM	Arizona Department of Forestry and Fire Management
APS	Arizona Public Service
ASLD	Arizona State Land Department
BAER	burned area emergency response
BLM	Bureau of Land Management
CARs	communities-at-risk
CNF	Coronado National Forest
CWPP	community wildfire protection plan
EMA	Ecosystem Management Area
FMU	Fire Management Unit
FMZ	fire management zones
FRCC	fire regime condition class
GIS	geographic information system
GPS	Global Positioning System
HFRA	Healthy Forests Restoration Act
IGA	intergovernmental agreement
ISO	Insurance Services Office
NFDRS	National Fire Danger Rating System
NFPA	National Fire Protection Association
NIFC	National Interagency Fire Center
PCOEM	Pinal County Office of Emergency Management
PPE	personal protective equipment
SR	State Route
SRP	Salt River Project
TES	threatened, endangered, and sensitive species
TNF	Tonto National Forest
USDA	US Department of Agriculture
USDI	US Department of the Interior
USFS	US Forest Service
VCC	vegetation condition class
WFLC	Wildland Fire Leadership Council
WUI	wildland-urban interface

I. INTRODUCTION

The existing Pinal County Community Wildfire Protection Plan (CWPP) for at-risk communities in Pinal County was developed in 2009 in response to the Healthy Forests Restoration Act (HFRA) of 2003 and due to the proximity of these communities to landscape-scale fires. The 2009 Pinal County CWPP is compliant with HFRA and was designed to support the efforts of local land managers (both public and private) to identify and mitigate hazards to private property, community infrastructure, and ecosystem health from wildfire in the wildland-urban interface (WUI). The 2009 Pinal County CWPP established goals and objectives to reduce wildland fire threat to at-risk communities. Since the approval of the 2009 Pinal County CWPP, residents, government agencies, and fire departments and districts have worked collaboratively to achieve the goals established in that CWPP. However, the WUI continues to grow; new residents continue to arrive; the drought persists; and concepts, tools, and public attitudes related to wildland fire risk assessment and to wildland fuels and ecosystem management are evolving—all resulting in changing views from “protection from wildfire” to “preparation for wildfire.” Therefore, Pinal County has determined that the 2009 Pinal County CWPP should be reviewed and, where necessary, revised to provide a higher level of community protection from, and preparation for, unwanted wildland fire. Pinal County believes that the protection of life and property from wildland fire must involve a comprehensive approach, from a single home site to the entire community that abuts wildlands to the surrounding region. Pinal County believes in a community-focused approach to creating fire-adapted communities (<https://fireadapted.org/>), which is a new path forward and a new way of thinking about wildland fire that reduces dependency on suppression. Such fire-adapted communities are composed of informed and prepared citizens collaboratively planning, preparing, and taking action to safely coexist with wildland fire. Additionally, Pinal County supports a regional approach to preventing and preparing for unwanted wildfire in at-risk communities. Pinal County has agreed to reestablish the Pinal County CWPP planning team and to identify and expand, where necessary, community wildfire protection and preparation on a regional level (refer to Figure 1.1).

A. Background

Pinal County fully supports the tenets of the National Cohesive Strategy, which establishes a national vision for wildland fire management, defines national goals, describes the wildland fire challenges, identifies opportunities to reduce wildfire risks, and establishes national priorities focused on achieving the national goals. The National Cohesive Strategy explores four broad challenges:

1. Managing vegetation and fuels
2. Protecting homes, communities, and other values at risk
3. Managing human-caused ignitions
4. Effectively and efficiently responding to wildfire

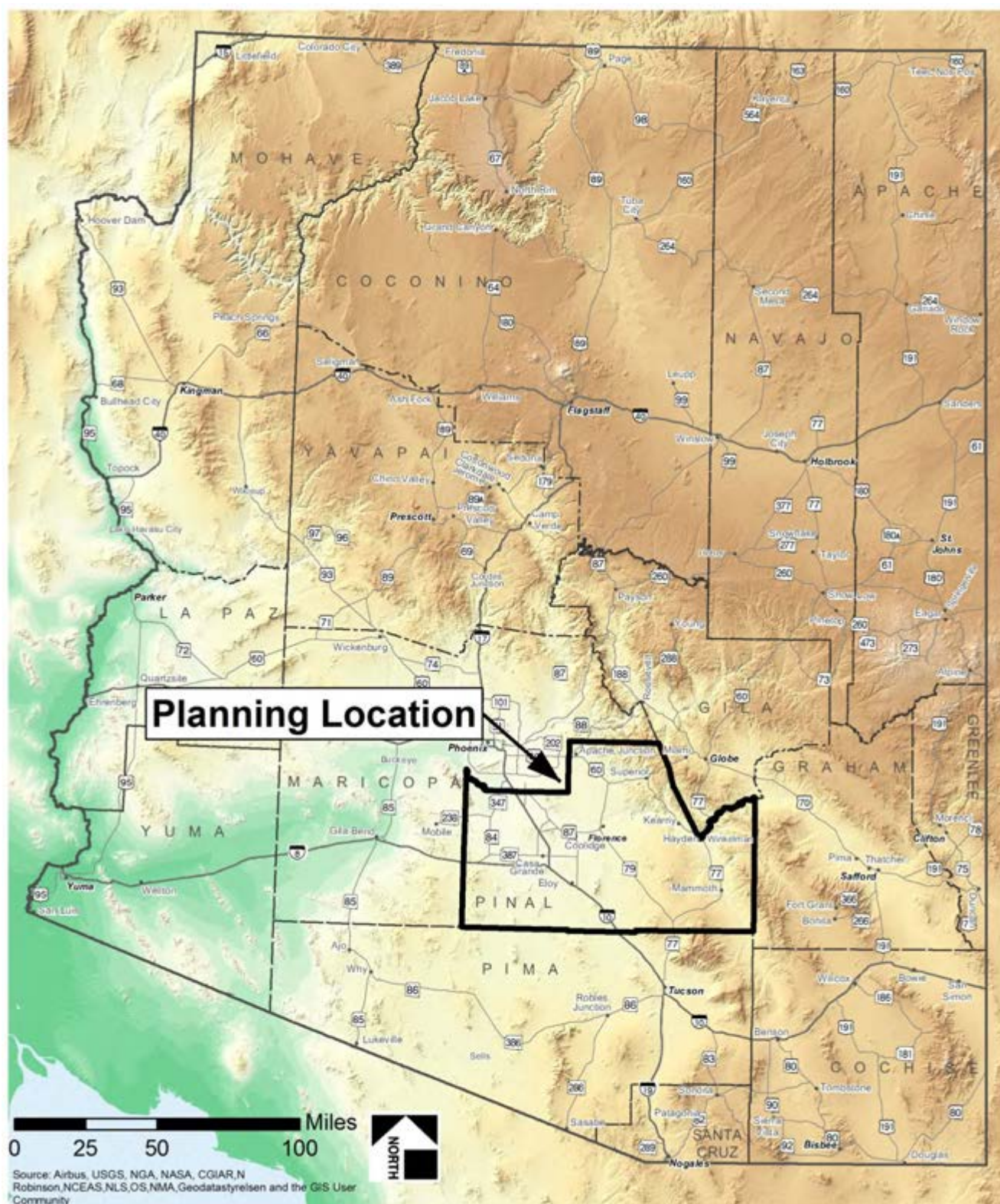


Figure 1.1. Location of 2018 Pinal County CWPP Analysis Area

In particular, Pinal County supports the National Cohesive Strategy in providing general guidance for homes, communities, and values at risk. The National Cohesive Strategy promotes community and homeowner involvement in planning and implementing actions to mitigate the risk posed by wildfire, stresses programs and activities that prevent human-caused ignitions, and emphasizes proactive wildfire risk mitigation actions. In order to provide Pinal County residents with the most up-to-date information on community wildland fire preparation, the Pinal County Office of Emergency Management (PCOEM) is updating and, where appropriate, revising the 2009 Pinal County CWPP to have an inclusive regional approach to enhance fire-adapted communities.

The 2009 Pinal County CWPP was developed as a collaborative effort between representatives of local governments, fire departments and districts, Arizona Department of Forestry and Fire Management (ADFFM), Bureau of Land Management (BLM) Gila District, Coronado National Forest (CNF), and Tonto National Forest (TNF), who collectively formed the Core Planning Team (Core Team).

Pinal County has reinitiated the collaborative planning process for this update and revision by soliciting participation by the Core Team members from the original 2009 collaborative process. Recognizing that relationships between municipalities and fire districts within Pinal County as well as partnerships with state and federal land managers where public safety responsibilities may overlap requires a collaborative effort to succeed. In response, the 2018 Core Team is composed of representatives from the PCOEM, Pinal County Public Works, Pinal County Public Health, Pinal County Geographic Information Systems, CNF, TNF, BLM, ADFFM, local fire departments, cities/towns, communities, and interested parties. The Core Team was re-formed to guide and provide direction for updates to this 2018 Pinal County CWPP (refer to Photograph 1.1). The 2018 Core Team has followed essentially the same planning process as used during development of the 2009 Pinal County CWPP (refer to Figure 1.2) to develop a HFRA-compliant CWPP for the at-risk communities of Pinal County.



Photograph 1.1. 2018 Pinal County CWPP Core Team Kick-Off Meeting

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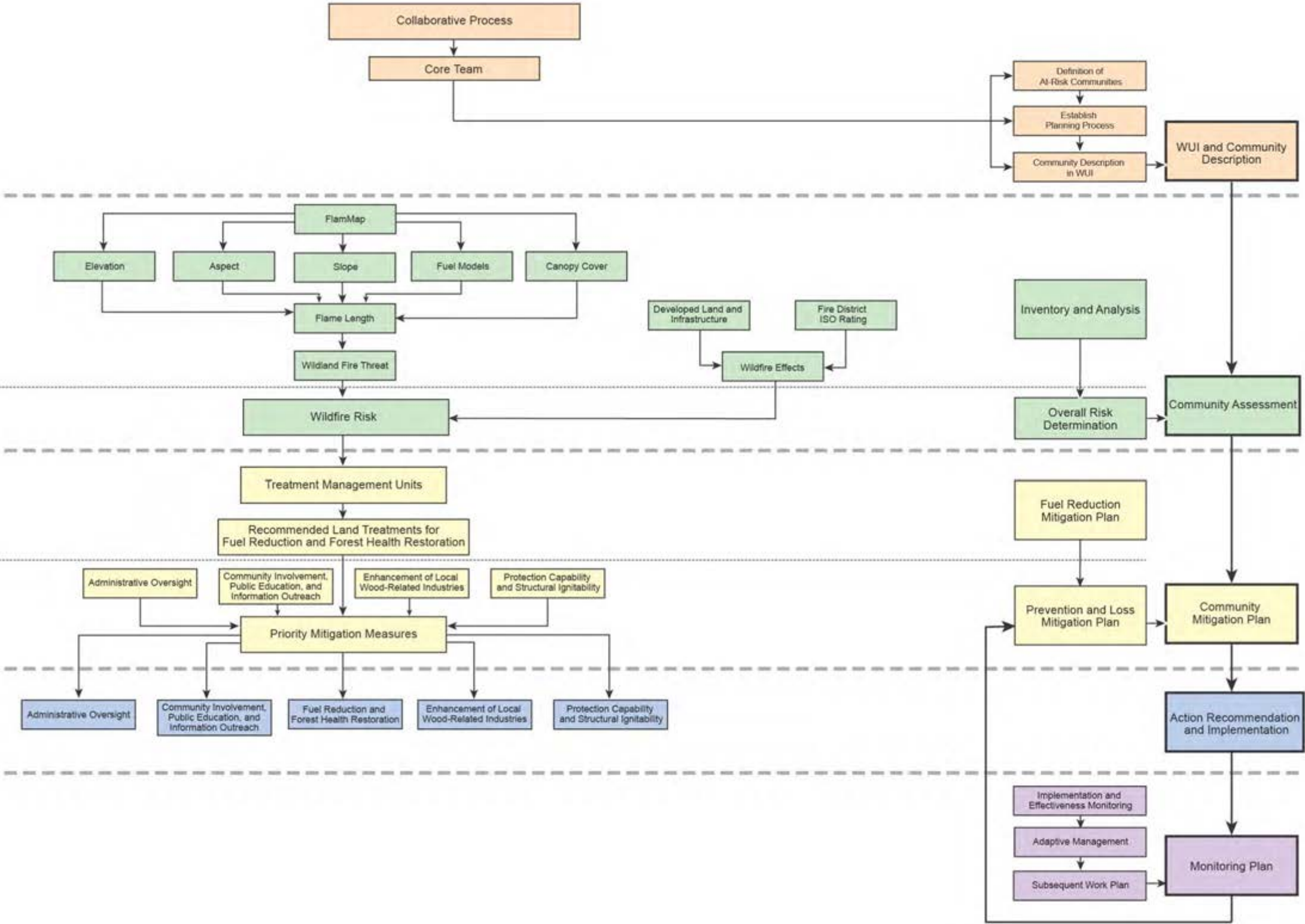


Figure 1.2. Pinal County CWPP Planning Process

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During analyses for the revision of the Pinal County CWPP, the Core Team recognized that in addition to guidance documents used during development of the 2009 CWPP, advancements in wildland fire risk assessments, responses, and public education have occurred. The following documents information sources that have been reviewed or referenced as part of the 2018 Pinal County CWPP revision process:

- “Urban Wildland Interface Communities within the Vicinity of Federal Lands That Are at High Risk from Wildfire” (US Department of Agriculture [USDA] and US Department of the Interior [USDI] 2001a, 2001b)
- *Field Guidance: Identifying and Prioritizing Communities at Risk* (National Association of State Foresters 2003)
- *Arizona Wildland Urban Interface Assessment* (Arizona Department of Forestry and Fire Management [ADFFM] 2004)
- *Identifying Arizona’s Wildland/Urban Interface Communities at Risk: A Guide for State and Federal Land Managers* (ADFFM 2007)
- *Arizona Identified Communities-At-Risk* (ADFFM 2009)
- *Statewide Strategy for Restoring Arizona’s Forests* (Governor’s Forest Health Councils 2007)
- *Arizona Forest Resource Assessment* (ADFFM 2010a)
- *Arizona Forest Resource Strategy* (ADFFM 2010b)
- *Forest Health Landscape-Scale Restoration Recommendations* (Western Governors’ Association 2010)
- *A National Cohesive Wildland Fire Management Strategy-Phase II National Report* (Wildland Fire Leadership Council [WFLC] 2012)
- *Landscape Conservation and Restoration Strategic Action Plan* (US Forest Service [USFS] 2011)
- *Approved Arizona Statewide Land Use Plan Amendment for Fire, Fuels, and Air Quality Management and Decision Record* (BLM 2004a)
- *Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities* (Communities Committee et al. 2004)
- *Community Guide to Preparing and Implementing a Community Wildfire Protection Plan. A Supplemental Guide to Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities* (Communities Committee et al. 2008)
- *Guidance for Implementation of Federal Wildland Fire Management Policy* (USDA and USDI 2009)
- *Coronado National Forest Plan* (USFS 1986)
- *Tonto National Forest Plan* (USFS 1985)
- *Arizona BLM Gila District Fire Management Plan* (BLM 2013)
- *Wildland Urban Interface Wildfire Mitigation Desk Reference Guide* (PMS 051; National Wildfire Coordinating Group 2017)
- *National Fire Protection Association (NFPA) Firewise Communities* (NFPA 2018a)

B. WUI and Delineation Process

In January and August 2001, the USDI and USDA published the “Urban Wildland Interface Communities within the Vicinity of Federal Lands That Are at High Risk from Wildfire” in the *Federal Register* (USDA and USDI 2001a, 2001b), which included two communities within Pinal County: Oracle and Santa Cruz. In December 2008, six communities were included in the *Arizona Identified Communities-At-Risk* (ADFFM 2009) and were given a WUI risk rating for catastrophic wildland fire.

The Core Team has reviewed and concurs with the listing of at-risk communities within the 2009 *Arizona Identified Communities-At-Risk* list (ADFFM 2009), as maintained by the ADFFM. The Core Team and collaborators recommend maintaining the original four nontribal and two tribal communities based on the results of the 2009 Pinal County CWPP wildland fire analysis, and further recommend including the Pinal County communities identified in the *Arizona Identified Communities-At-Risk* list (refer to Table 1.1) as part of the 2018 update process, along with their associated WUI risk ratings.

Table 1.1 Pinal County CWPP Recommended At-Risk Communities

Community	Fire Department/District	2007 CARs WUI Risk ^a	2009 CWPP WUI Risk ^b	2009 CARs WUI Risk ^c	2018 CWPP WUI Risk ^d
Apache Junction	Apache Junction Fire District	-	Low	-	Low
Arizona City	Arizona City Fire District	-	Low	-	Moderate
Avra Valley	Avra Valley Fire District	-	Low	-	Moderate
Casa Grande	Casa Grande Fire Department	-	Low	-	Low
Chuichu	Tohono O’odham Nation Fire Department	-	Moderate	-	Moderate
Coolidge	Coolidge Fire Department	-	Low	-	Low
Dudleyville	Dudleyville Fire District	Moderate	Moderate	Low	Moderate
Eloy	Eloy Fire District	-	Low	-	Moderate
Florence	Florence Fire Department	-	Moderate	-	Moderate
Galiuro Mountains	None	-	Low	-	Moderate
Kearny	Kearny Fire Department	High	High	Moderate	Moderate
Mammoth	Mammoth Fire District	-	Low	-	Moderate
Maricopa	Maricopa Fire Department	-	Low	-	Moderate
Maricopa Colony	Ak-Chin Indian Community Fire Department	Low	Low		Low
Oracle	Oracle Fire District	High	High	High	Moderate
Oracle Junction/Saddlebrook	Golder Ranch Fire District	-	Moderate	-	Moderate
Picacho	None	-	Low	-	Moderate
Queen Creek	Queen Creek Fire Department	-	Low	-	Low
Queen Valley	Queen Valley Fire District	-	High	-	Moderate
San Manuel	San Manuel Fire District	-	Low	-	Moderate
Santa Cruz	Gila River Indian Community Fire Department	Moderate	Moderate	Moderate	Moderate

Community	Fire Department/District	2007 CARs WUI Risk ^a	2009 CWPP WUI Risk ^b	2009 CARs WUI Risk ^c	2018 CWPP WUI Risk ^d
St. John	Gila River Indian Community Fire Department	-	-	Moderate	-
Stanfield	Stanfield Fire District	-	Low	-	Moderate
Superior	Superior Fire Department	-	High	-	Moderate
Thunderbird Farms	Thunderbird Fire District	-	Low	-	-
Top of the World	None	High	High	Moderate	Moderate

Note: CARs = communities-at-risk; CWPP = Community Wildfire Protection Plan; WUI = wildland-urban interface

Differences in CWPP Risk Rating and CAR Rating may be attributed to WUI delineation differences and/or risk determination

^a 2007 Communities at Risk list, ADFFM

^b 2009 Pinal County CWPP

^c 2009 Communities at Risk list, ADFFM

^d Differences in CWPP WUI Risk Rating and CAR WUI Rating may be attributed to WUI delineation differences and/ or risk analysis processes

The Core Team has determined the need to reanalyze the wildland fire risk to the Pinal County communities using current data and methodologies. Evaluating risk with current techniques is consistent with recent state and federal agencies' approaches to analyzing wildland fire risk across Arizona.

The at-risk communities within Pinal County are adjacent to state and federal lands, including public lands administered by the Arizona State Land Department (ASLD), BLM, TNF, and CNF. These communities are consistent with the ADFFM definition of an *intermix* or *interface community* provided below:

The Intermix Community exists where structures are scattered throughout a wildland area. There is no clear line of demarcation; wildland fuels are continuous outside of and within the developed area. The developed density within the intermixed community ranges from structures very close together to one structure per forty acres. Local fire departments and/or districts normally provide life and property fire protection and may also have wildland fire protection responsibilities.

The Interface Community exists where structures directly abut wildland fuels. There is a clear line of demarcation between wildland fuels and residential, business, and public structures. Wildland fuels do not generally continue into the developed area. The development density for an interface community is usually three or more structures per acre, with shared municipal services. Fire protection is generally provided by a local fire department with the responsibility to protect the structure from both an interior fire and an advancing wildland fire. (ADFFM 2007:1)

In addition to a community's listing status, the current condition of the wildland fuels within and adjacent to at-risk communities significantly contributes to the possibility of a catastrophic wildfire capable of damaging or destroying community values, such as houses, infrastructure, governmental sites, prehistoric and historic sites, and wildlife habitats. This Pinal County CWPP will be revised where

necessary to enhance the protection of community values and to minimize the potential loss of property, while ensuring that public and firefighter safety during a catastrophic wildfire remains the overriding priority recommendation of this Pinal County CWPP.

During the revised Pinal County CWPP planning process, the Core Team identified the community WUIs in accordance with the National Wildfire Coordinating Group's *Glossary of Wildland Fire Terminology* (NWCG 2012), which defines the WUI as the "line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels." The definition(s) of an interface community as defined within HFRA Sec.101.1 have also been reviewed as part of the 2018 Pinal County CWPPP revision and include the following:

1. a group of homes and other structures with basic infrastructure and services (such as utilities and collectively maintained transportations routes) within or adjacent to Federal land
2. in which conditions are conducive to large-scale wildland fire disturbance event
3. for which a significant threat to human life or property exists as a result of a wildland fire disturbance event

The Core Team also identified structures in accordance with the ADDFM definition of a *structure*:

For the purposed of applying these categories and the subsequent criteria for evaluating risk to communities, a *structure* is understood to be either a residence or a business facility, including Federal, State and local government facilities. Structures do not include small improvements such as fences and wildlife watering devices. (ADFFM 2007:1)

The Pinal County CWPP process of delineating WUI boundaries for at-risk communities involved collaboration among local, state, and federal government representatives, as well as interested individuals within the communities. The Core Team reviewed the HFRA for the definition of a WUI: "areas adjacent to an evacuation route for an at-risk community that the Secretary determines, in cooperation with the at-risk community, requires hazardous fuel reduction to provide safer evacuation from the at-risk community" (HFRA, Section101.1.16.B.iii.). After review of HFRA and discussion with federal, state, and local wildland fire and resource specialists, the Core Team determined that the WUI boundaries for at-risk communities in the Pinal County CWPP analysis area have not significantly changed since 2009; however some areas with increased development were added into the WUI boundary. The Core Team believes that the Pinal County CWPP community WUI boundaries are the minimum areas needed to provide protection for each community and its surrounding community values. The WUI identified in this 2018 Pinal County CWPP includes a total of 2,002,277 acres composed of a mix of private, county, state, tribal trust, and federal lands; the updated WUI is slightly larger than the 2009 WUI (by approximately 16,200 acres) due to increases in developed areas where development has increased, the inclusion of the Gila River riparian corridor between Kearny and Florence, as well as modifications to the 2009 WUI boundary to be more consistent with land ownership boundaries. The WUI lands surrounding the communities are, or could be, subject to extraordinary weather events or conditions conducive to large-scale wildland fire that could threaten human life and properties.

General elements used in creating the WUI boundaries for the 2018 Pinal County CWPP at-risk communities include the following:

- Vegetative fuel hazards, local topography, and fire behavior models
- Historical fire occurrence
- Community development characteristics
- Firefighting preparedness and response capabilities
- Infrastructure

C. Desired Future Condition and Wildfire Mitigation in the WUI

The desired future conditions of lands identified in this 2018 Pinal County CWPP update have not significantly changed since 2009:

- Maintenance of, or return to, wildland fire resiliency status and the maintenance of, or return to, the vegetation component of the historical plant potential community across Pinal County.
- Consistency with desired future conditions of public lands related to wildfire protection, watershed, rangeland restoration and protection of community values and restoration of native vegetation to historical wildfire return intervals.
- Public education and land treatment projects in the Pinal County CWPP area, coupled with current efforts of local governments, fire departments and districts, TNF, CNF, and BLM, will create a better-informed constituency capable of protecting at-risk communities through restoration and vegetative fuels mitigation efforts within the WUI.

The desired future conditions of federal lands include improved public and firefighter safety from wildland fire, wildland fire used as a management tool to achieve resource objectives, hazardous wildland fuels managed within and adjacent to the WUI, adaptive wildland fire response and suppression provided, and public lands returned to fire-resilient ecosystems through reintroduction of fire into fire-adapted ecosystems where practicable. Once these conditions are achieved, natural processes such as fire can be incorporated into long-term management practices to sustain habitat health. Current federal fire guidelines state that “initial action on human-caused wildfire will be to suppress the fire at the lowest costs with the fewest negative consequences with respect to firefighter and public safety” (USDA and USDI 2009:7). However, “a wildland fire may be concurrently managed for one or more objectives and objectives can change as the fire spreads across the landscape. Fire management objectives are affected by changes in fuels, weather, topography, varying social understanding and tolerance; and involvement of other government jurisdictions having different missions and objectives” (USDA and USDI 2009:7). The BLM, CNF, and TNF adhere to federal policy when managing all unplanned wildfire ignitions on public lands within the WUI. Federal policy for reducing wildfires on BLM and USFS public lands is planned and administered locally through the BLM’s Lower Sonoran, Safford, and Tucson Field Offices and the CNF’s Santa Catalina and TNF’s Globe and Mesa Districts. Under the proposed action described in the *Approved Arizona Statewide Land Use Plan Amendment for Fire, Fuels, and Air Quality Management and Decision Record* (BLM 2004a), BLM-administered public lands are assigned one of two land use allocations for fire management: Allocation 1 includes areas suitable for wildland fire use for resource-management

benefit, and Allocation 2 includes areas not suitable for wildland fire use for resource benefit. With the exception of a small amount of desert shrub vegetation associations within the WUI, most of the WUI is classified as Allocation 2 lands.

The desired future condition of private lands in the community WUIs is either to be in conformance with the National Firewise Communities program¹ (Firewise) and the Fire Adapted Communities program² or to meet home-ignition-zone landscaping or fire-safe landscaping recommended by the Pinal County CWPP fire departments and districts in compliance with local ordinances to establish fire-adapted communities. The Fire Adapted Communities program is a national effort to prepare fire-prone communities for the effects of wildland fire. Firewise is a national program that helps communities and individual homeowners reduce wildfire risks and provides them with information about protecting themselves against catastrophic wildfires and mitigating losses from such fires. Within Arizona, the State Forester administers the Firewise certification program. The Core Team encourages homeowner associations to use their conditions, covenants, and restrictions (CC&Rs) to become a Firewise community or adopt fire-safe standards in consultation with their local fire department. Fire departments and districts and local governments in Pinal County would like to make this information available to their citizens and to encourage its application. Residential and other structures that comply with Firewise standards significantly reduce fire-ignition risks in a community, as well as the potential for fires to spread to surrounding habitats. Additionally, structures that comply with Firewise recommendations are more likely to survive wildland fires that do spread into a community (Cohen 2008). Pinal County recognizes the importance of a community and regional approach to wildfire preparedness and supports creating fire-adapted communities.

The Core Team is aware that wildland fuel accumulations primarily associated with the invasion of woody species, native and nonnative grasses, and decades of fire suppression, together with community growth in the WUI, have produced areas at risk for catastrophic wildfire. Additionally, areas of dense invasive species, such as tamarisk within river corridors with the associated migratory introduction of the tamarisk beetle, can lead to an increase in the amount of standing dead biomass within riparian habitats, which will greatly increase wildland fire risk over time and will need to be monitored. At this time there are no known tamarisk beetle monitoring plans in place. The Core Team aspires to achieve restored, self-sustaining, biologically diverse habitats of mixed open space and developed areas that contribute to a high quality of life within Pinal County. The Core Team recognizes that protection from catastrophic wildland fire requires collaboration and implementation through all levels of government and through an informed and motivated public. Ecosystem restoration and maintenance of fire-resilient ecosystems through reintroduction of fire into fire-adapted ecosystems, community protection, and public and firefighter safety were evaluated during the CWPP revision process.

¹ Refer to <https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>

² Refer to <https://fireadapted.org/>

Financial commitments required to reduce the risk of catastrophic wildfire can be extensive for local, county, state, and federal governments; for fire districts; and for the small rural communities surrounded by public lands (Ingalsbee 2010, 2014). Since the creation of the 2009 Pinal County CWPP, Pinal County, local municipalities and BLM, CNF, and TNF have implemented wildland fuel mitigation projects within or near the Pinal County community WUIs. Fire departments and districts have improved wildland fire suppression response and have continued with active public education and outreach programs concerning wildland fire threat and home-ignition-zone recommendations. Pinal County fire departments and districts have standing mutual-aid agreements to enhance initial and sustained wildland response. Pinal County fire departments and districts maintain wildland fire response teams supported by various engines and support equipment and various other specialized response vehicles. Wildland fire response teams are composed of personnel with various levels of wildland firefighting training, including red-carded firefighters. Specially-trained wildland fire response teams have not only provided suppression response to brush fires but also community awareness programs and structural-fire risk assessments. Additionally, the fire departments and districts have taken proactive measures to encourage willing property owners to reduce fire risk on private property (HFRA, Section 103.d.2.B). The Core Team are proposing additional wildland fuel treatments and wildland fire suppression enhancements; they have been proactive in pursuing funding for wildland fire public outreach programs and fire-suppression training and equipment, and will continue these activities in order to meet the goals and objectives of this 2018 Pinal County CWPP.

D. Goals for the 2018 Pinal County CWPP

The goals established in the 2009 Pinal County CWPP consisted of the following eight primary goals:

1. Improve fire prevention and suppression, emphasizing firefighter and public safety
2. Reduce hazardous fuels, emphasizing public and private property protection
3. Restore forest, rangeland, and riparian health
4. Promote community involvement and provide for community protection
5. Recommend measures to reduce structural ignitability in the WUI
6. Encourage economic development in the communities from vegetative treatments
7. Promote development of wildfire emergency evacuation and communication plans
8. Integrate use of the CWPP with surrounding community and agency fire management plans

The 2009 Pinal County CWPP met all criteria of HFRA and was developed through a coordinated and collaborative performance-based framework of recommendations designed to meet its outlined goals.

The Core Team is recommending additional goals to be considered for this 2018 Pinal County CWPP to reduce the risks to life and property from catastrophic wildland fire by:

- Encouraging high-risk communities to become fire-adapted communities
- Reducing potential economic loss to communities from unwanted wildland fire

- Working with elected officials to develop opportunities for enhance funding through national, state, and local sources for implementing the action recommendations of this Pinal County CWPP

Action recommendations for at-risk areas within the Pinal County WUI boundaries have been reviewed and updated where needed as part of this planning process. Treatments for wildland vegetative fuels and additional wildland fire mitigation measures are recommended to be implemented in specific time frames and with associated monitoring to determine and document measurable outcomes. Successful implementation of this Pinal County CWPP will require collaboration between fire departments and districts, governments, resource-management agencies, and private landowners in developing processes and systems that allow for implementation of recommended actions of this Pinal County CWPP in order to comply with applicable local, state, and federal environmental regulations. The Core Team encourages all agencies, groups, and individuals involved to develop additional formal agreements as necessary to work toward this Pinal County CWPP's timely implementation, monitoring, and reporting. The Core Team and CWPP planning process was reinitiated to meet collaborative requirements of HFRA and to report on achievements since adoption of the 2009 Pinal County CWPP; to determine current wildfire risk assessment using up-to-date information and techniques; to be supportive of and complementary to current local, state, and federal land management direction; and to represent all Pinal County communities and their interests, with all parties being involved in and supportive of the implementation of this 2018 Pinal County CWPP.

II. PINAL COUNTY CWPP COMMUNITY ASSESSMENT AND ANALYSIS

During the review and revision of the 2009 Pinal County CWPP (hereafter, this Pinal County CWPP), the Core Team determined that the community wildfire risk analysis would involve assessment of the following:

- *Wildland Fire Threat*—the probability and/or intensity of an area burning
- *Wildfire Effects*—the community values at risk from wildfire
- *Wildfire Risk*—the potential for catastrophic wildland fire occurring adjacent to or within areas of high community values within the WUI

This risk analysis was developed to closely tie to the **Arizona Wildfire Risk Assessment Portal**³ (**AZWRAP**). This Pinal County CWPP incorporates the current fire regime condition class (FRCC), wildfire fuel hazards, risk of ignition, local preparedness and protection capabilities, and at-risk community values. As part of the revision process, the ADFFM's *Identifying Arizona's Wildland/Urban Interface Communities at Risk: A Guide for State and Federal Land Managers* (ADFFM 2007) was referenced to confirm that the Pinal County CWPP update was compatible with and complementary to statewide CWPP planning efforts. This Pinal County CWPP includes all risk factors required by the Arizona State Forester in the analysis and revision of this CWPP. The areas of concern for wildland fuel hazards, risk of ignition and wildfire occurrence, local preparedness and protection capabilities, and loss of community values were evaluated to determine areas of highest wildfire risk.

A. Analysis Area

The 2009 Pinal County CWPP Core Team identified specific WUI boundaries based on proximity to population centers and with respect to known values at risk. The WUI boundary in the 2009 Pinal County CWPP covered 1,986,077 acres (57.7 percent of the total Pinal County area), with 21 sub-WUI areas (refer to Figure 2.1). The sub-WUIs are communities within the overall WUI boundary that have been targeted for more in-depth discussion due to their underlying factors considered during the cumulative risk analysis: housing/structure density, vegetation associations, and ignition history.

The Pinal County CWPP analysis area is the revised WUI, which includes communities within Pinal County that total approximately 2,002,277 at-risk acres. The 2018 WUI is slightly larger than the 1,986,077 at-risk acres of WUI identified in the 2009 Pinal County CWPP due to increases in developed areas, the inclusion of the Gila River riparian corridor between Kearny and Florence, as well as modifications to the WUI boundary to be more consistent with land ownership boundaries (refer to Figure 2.2). During the revision of this Pinal County CWPP, the Core Team identified 2,002,277 acres of land considered at risk of wildland fire that were included in the revised WUI (refer to Table 2.1 and Figure 2.2).

³ Refer to <https://azsf.az.gov/fire/prevention/az-wrap>

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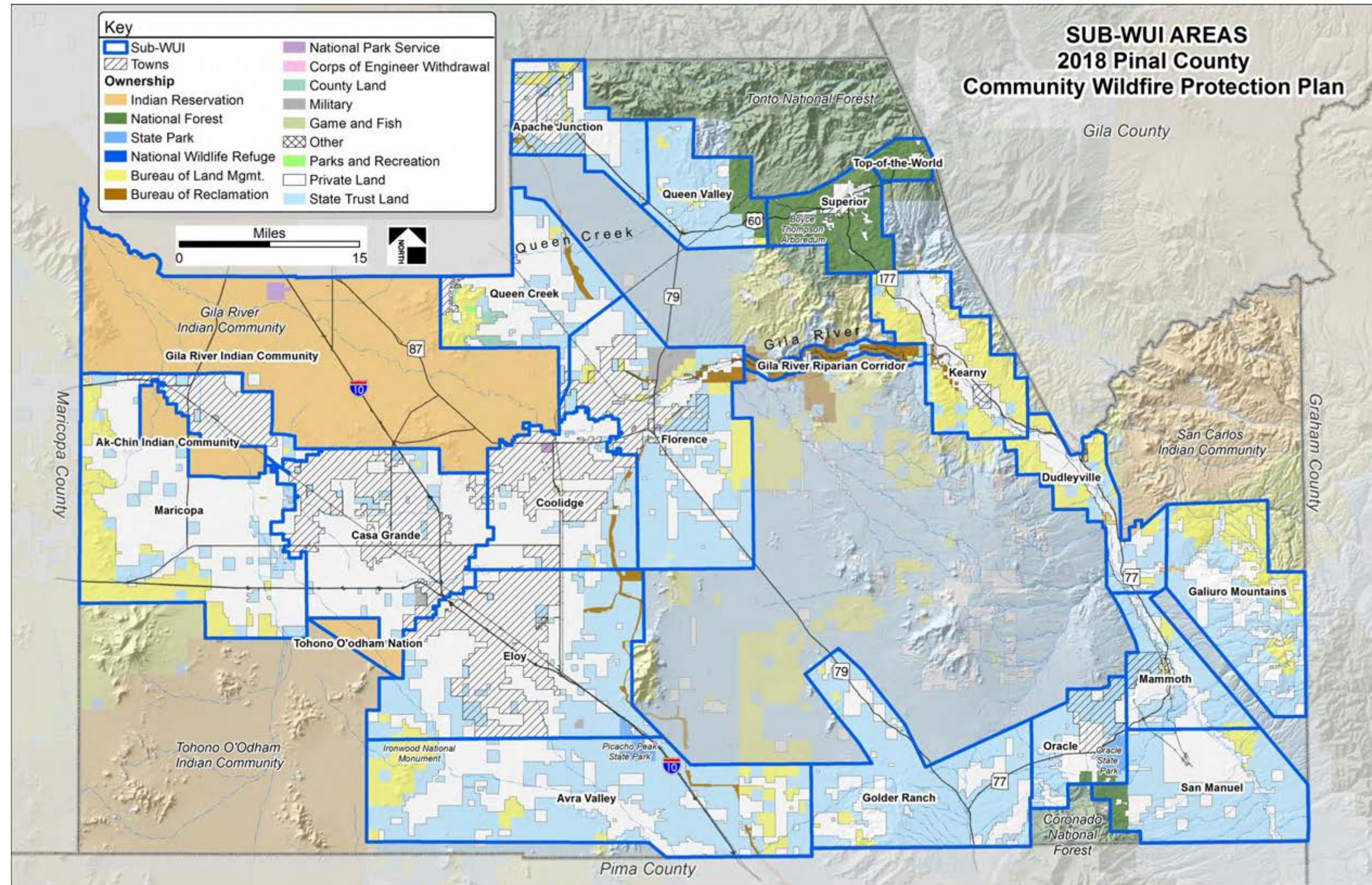


Figure 2.1. Pinal County CWPP Sub-WUIs

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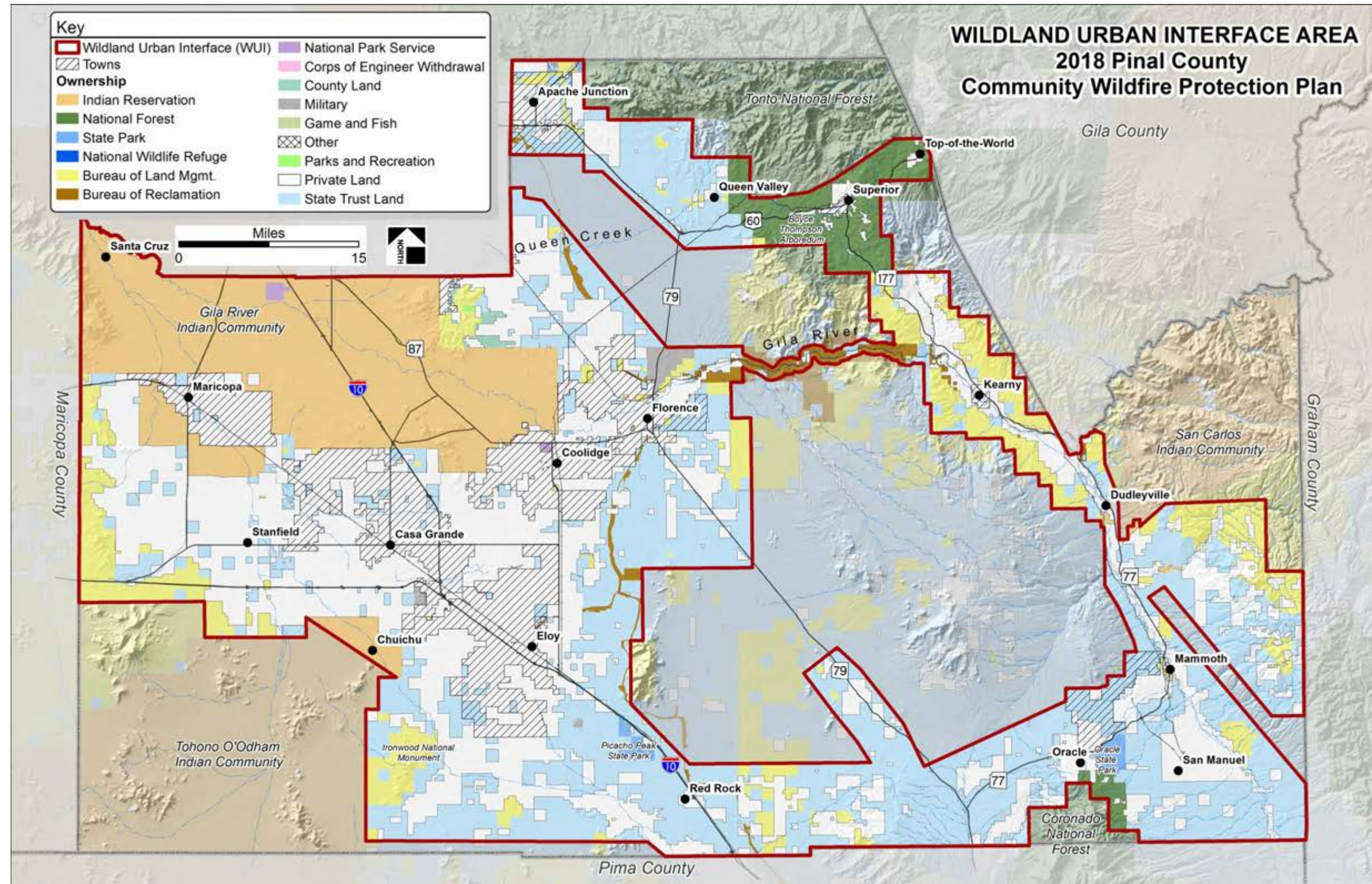


Figure 2.2. Pinal County WUI Analysis Area Land Ownership

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Primary landownership in the Pinal County CWPP analysis area is a mosaic of privately owned lands; Arizona State Trust lands managed by ASLD, BLM, CNF, TNF, tribal trust lands, and other lands (refer to Table 2.1).

Table 2.1. Land Management within the WUI

Ownership Type	Total Acres	% of Total*
Private	810,438	40.5
Arizona State Trust	605,971	30.3
Gila River Indian Reservation	276,650	13.8
Bureau of Land Management	174,057	8.7
Tonto National Forest	52,275	2.6
Bureau of Reclamation	22,259	1.1
Ak-Chin Indian Reservation	21,452	1.1
Tohono O'odham Indian Reservation	11,169	0.6
Military Reservation	6,776	0.3
Coronado National Forest	6,055	0.3
Other	15,174	0.8
Total	2,002,277	100

Note: WUI = wildland-urban interface.

*Actual total may not add to 100% because of rounding.

Private land within the WUI composes 810,438 acres, or roughly 40.5 percent, of the WUI. Private lands are mostly clustered near the developed communities, with some scattered private inholdings located throughout the WUI. The municipalities of Florence, Coolidge, Apache Junction, Queen Creek, Eloy, Superior, Casa Grande, Mammoth, Maricopa, and Kearny and the communities of Queen Valley, Dudleyville, Stanfield, Picacho, Thunderbird Ranch, Oracle Junction/Saddlebrook, and Oracle contain the majority of private land acreage within the WUI. Commercial structures are clustered along state and federal highways within community centers, and it is assumed these existing areas will remain the principal commercial corridors within the Pinal County at-risk communities.

State Trust lands were established in 1912 under the terms of the Arizona Enabling Act. With statehood, Arizona was granted ownership of four sections per township. ASLD manages State Trust lands to produce revenue for the Arizona State Trust beneficiaries, including the state's school system. Within the Pinal County WUI, 605,971 acres (30.3 percent) of State Trust lands are managed primarily for recreation, natural resource protection, and livestock grazing.

Of the federal lands within the WUI, BLM, TNF, Bureau of Reclamation, and CNF lands compose 254,646 acres, or approximately 12.7 percent, of the WUI. These federal lands provide extensive and popular hiking, hunting, and recreational access within or adjacent to the WUI.

B. Fire Management Units (FMUs)

1. BLM Gila District

The majority of federally managed public lands within the Pinal County CWPP analysis area are administered by BLM. In accordance with the Approved Arizona Statewide Land Use Plan Amendment for Fire, Fuels, and Air Quality Management and Decision Record (BLM 2004a and BLM 2004b) and the 2013 Arizona BLM Gila District Fire Management Plan, BLM-administered public lands are assigned to one of two land use allocations for fire management. Allocation 1 lands include areas where fire is desired and there are few or no constraints for its use. Wildland fire may be used to achieve resource objectives, such as improved watershed or wildlife habitat. Where fuel loading is high and conditions are not initially suitable for wildland fire, fuel loads may be reduced by mechanical, chemical, or biological means to acceptable levels and to meet resource objectives. Allocation 2 lands include areas where mitigation and suppression are required to prevent direct threats to life or property. It also includes areas where fire never played a large role in ecosystem management and where unplanned ignitions would have negative effects on resources. In these areas, BLM will implement programs to reduce unwanted ignitions and emphasize prevention, detection, and rapid suppression. In addition to both land use allocations, BLM will undertake education, enforcement, and administrative fire-prevention measures to reduce human-caused fire.

Two BLM Fire Management Units (FMUs) are located within the CWPP WUI area and include the northwest portion of FMU 2 – Muleshoe-Black Hills – Peloncillo Mountains and FMU 5 – Altar Valley-Ironwood-Middle Gila which is located in the central and eastern portions of WUI.

FMU 2 is bordered by the San Carlos Apache tribal lands and the Apache-Sitgreaves National Forest to the north; the Arizona-New Mexico state border to the east; I-10 to the south; and State Route 77 (SR 77) to the west. Lower elevations are characterized by desert shrubs, trees, and cacti. Deep, upland sites have overstories of mesquite and palo verde with understories of perennial and annual grasses and forbs. This area also supports saguaro cactus as well as a wide variety of *Opuntia* species (cholla and prickly pear species) and other cacti on the upland and hill slopes. The upper elevations in this FMU (>3,000 feet) can be characterized as open grasslands dominated by tobosa, vine mesquite, and bottlebrush squirreltail. This area is a mixture of transition from Upper Sonoran Desert to Interior Chaparral and as such it is not uncommon to see species like saguaro and juniper together on steep southern exposures. Recommended objectives and strategies associated with communities include identifying hazardous fuel reduction projects, public and firefighter safety issues, and partnering opportunities with local Firewise groups (BLM 2013).

FMU 5 is bordered by the TNF and San Carlos Apache Tribal Lands to the north; SR 77 along the northeast; I-19 along the southeast; the Arizona-Mexico International boundary to the south; the Tohono O’odham Tribal Lands to the west; and private and Arizona State Trust land to the northwest. The BLM-administered lands are not contiguous; they are located from the north end of the Altar Valley, north of Tucson to just north of the Gila River east to Kearny and Dudleyville. These lands are interspersed primarily with ASLD-managed lands as well as with numerous privately-owned land

parcels. The Dripping Springs area is located in the northern portion of the FMU and contains the Needle's Eye and White Canyon Wilderness Areas. Vegetation from the Ironwood National Monument to the Dripping Springs area, including the Needle's Eye and White Canyon Wilderness Areas, is dominated by desert shrubs, trees, and cacti. The eastern portion of the Dripping Springs area is characterized as a well-developed interior chaparral zone where nearly continuous stands of low evergreen shrubs occur on specific hillsides. Recommended objectives and strategies associated with communities in this area include identifying hazardous fuel reduction projects, public and firefighter safety issues, and partnering opportunities with local Firewise groups. This can be accomplished by completing CWPPs with all federal, state, county, city, private, and local partners; implementing recommended actions within completed CWPPs or agency equivalent prevention and mitigation plans; and coordinating and collaborating with CWPP partners during hazardous fuels modification and treatment implementation (BLM 2013).

2. USFS

National forest lands within the Pinal County CWPP analysis area fall under either Ecosystem Management Areas (EMAs) within the CNF or FMUs within the TNF.

Coronado National Forest – Santa Catalina Ranger District

The Santa Catalina EMA is located in the southeastern portion of the WUI adjacent the community of Oracle and Oracle State Park. The Santa Catalina EMA within the CNF Santa Catalina Ranger District is a 265,142-acre EMA that wraps around the northern and eastern sides of the Tucson basin. Elevations range from 2,200 feet at the valley edges to 9,200 feet on Mount Lemmon. The EMA includes the Santa Catalina Mountains. The east-west leg of the EMA that outlines the Santa Catalina Mountains is termed the front-range, and includes Pusch Ridge, Finger Rock, Cathedral Peak, and other peaks lying along the eastward extension of Pusch Ridge. The front-range is dissected from the main part of the mountain mass by Sabino Basin and Romero Pass. The northwest and northeast borders of the EMA include Samaniego and Oracle Ridges, which form the apex of the triangular-shaped Santa Catalina Mountain range. Many of the steep, rocky canyons contain intermittent streams, which drain into the San Pedro and Santa Cruz Rivers (USFS 2013).

Management objectives within the Santa Catalina EMA as stated in the CNF Spatial Fire Management Plan include the following:

Forestwide Strategic Objectives:

- All human-caused fires shall be suppressed using appropriate suppression response strategies.
- The appropriate management response for each natural ignition will vary across the Forest but will include the full spectrum of options, from aggressive initial attack to management to achieve resource objectives.

Forest-wide Management Requirements:

- Firefighter and public safety shall be the first priority in all fire management activities.

- Cooperate with other Federal, state and local regulatory agencies to protect air quality as required by the Clean Air Act.
- Wildland fire suppression responses shall minimize costs of suppression, resource impacts, and risks to life and property.
- For all management areas, management of lightning-caused fires should be considered to restore fire's natural role in maintaining a healthy, diverse, and resilient ecosystem resistant to natural disturbances.

Tonto National Forest – Mesa and Globe Ranger Districts

FMU 1 consists of the Sonoran Desert and is represented by National Fire Danger Rating System (NFDRS) Fuel Model T. Areas that have burned at a high intensity have been converted from Sonoran Desert to desert grasslands composed of nonnative grasses. Fire intensities from the nonnative species have compounded the problem. The two species that classify this FMU are the saguaro cactus and the palo verde tree. Wildfire will be managed consistent with resource objectives. Capital investments within these areas will be protected from fire. Actions taken will be consistent with the Appropriate Management Response (AMR) for this area. The AMR is any specific action suitable to meet fire management objectives within a given management area. Wildfires, or portions of wildfires, that adversely affect forest resources, endanger public safety, or have a potential to damage private lands will be suppressed. Suppression efforts will be accomplished with minimal ground disturbance and least cost suppression methods will be initiated when possible (that is, using existing natural or human-made features as control lines).

FMU 4 consists of pinyon pine, juniper, and chaparral and is represented by NFDRS Fuel Model B. Much of this FMU contains a thick overstory and shrubby understory. Many of the chaparral stands contain old, decadent components. In areas where the pinyon pines and junipers are less dense, there is often a dense layer of herbaceous vegetation. Wildfires will be managed consistent with resource objectives. Wildland fire not meeting management objectives will receive an AMR. Fire management objectives for this area include providing a mosaic of age classes within the total type, which will provide for a mix of successional stages, and allowing fire to resume its natural ecological role within ecosystems. Wildfires, or portions of wildfires, will be suppressed when they adversely affect forest resources, endanger public safety, or have a potential to damage significant capital investments.

FMU 5 consists of the Superstition Wilderness areas on the TNF and is represented mostly by NFDRS Fuel Models B and T and partly by Fuel Model U. This FMU contains fuel characteristics that are found in all the other FMUs, at all elevations, and contains much of the TNF's various vegetation types. Wildfires occurring within this FMU will receive an AMR and be managed consistent with wilderness resource objectives. Wildfires may be allowed to burn, to function in their natural ecological role, and to reduce unnatural fuel hazards as identified in the Forest Service Manual and approved Wilderness Implementation Plan.

FMU 6 consists of national forest lands adjacent to private lands with developments and most infrastructure sites on national forest lands. This land is defined by a 0.5-mile buffer on each side of a structure or private boundary. Wildfires occurring within this FMU will be immediately suppressed at the smallest acreage possible. Both mechanical treatment and prescribed fire will be used to reduce potential wildfire intensity.

Management Prescriptions identified as part of Amendment 25 to the 1985 Tonto National Forest Plan (USFS 2007) include the following:

- All Wildland Fire occurring within the Sonoran Desert and riparian communities will receive an AMR. Suppression strategy is to minimize damage within this ecosystem.
- All reported wildland fires will receive a strategic fire size-up. Wildland fires meeting locally developed operating guidelines listed below may be managed for resource benefit.
 - Fire cause is from a natural ignition.
 - Fire does not threaten life, property, public and firefighter safety.
 - Fire does not threaten fire sensitive cultural resources.
 - ADEQ, Air Quality Division procedures and guidelines for consultation and management of smoke will be implemented.
 - Wildland Fire managed for resource benefit must meet Tonto, Regional, and National fire situation parameters.
 - No site specific resource objective is threatened.
- For each wildland fire located in an FMU approved for wildland fire use and naturally ignited, a decision criteria checklist will be prepared to determine whether or not it should be declared a Wildland Fire use candidate. If approved, a Wildland Fire Implementation Plan (WFIP) will be prepared that identifies specific resource concerns.
- Designated Wildland Fires managed for resource benefit will be monitored according to established guidelines.
- Wildland Fire suppression actions using accepted fire management tactics will be taken if any of the above parameters are not met. Suppression of fires, or portions thereof, will be undertaken where they adversely affect forest resources, endanger public safety and/or have a potential to damage private lands.

C. Fire Regime and Condition Class

Before European settlement of North America, fire played a natural (historical) role in many of the vegetated landscapes in Pinal County. Five historical fire regimes have been identified; these regimes are based on the average number of years between fires (fire frequency) combined with the severity of fire (amount of overstory replacement) on the dominant overstory vegetation (FRCC Interagency Working Group 2005a, 2010) (refer to Table 2.2).

Table 2.2. Fire Regime Information

	Frequency	Severity ^a
Regime I	0–35 years	Low
Regime II	0–35 years	High
Regime III	35–100 years	Low
Regime IV	35–100 years	High
Regime V	200+ years	High

Source: Schmidt et al. 2002.

^aLow = less than 75% of the dominant overstory vegetation replaced; High = greater than 75% of the dominant overstory vegetation replaced (stand replacement).

The vegetation condition class (VCC) of wildland habitats describes the degree to which the current fire regime has been altered from its historical range, the risk of losing key ecosystem components, and the vegetative attribute changes from historical conditions. There are three VCCs, which are classified according to degree of departure from the historical fire regime: low departure (VCC 1), moderate departure (VCC 2), and high departure (VCC 3). Vegetation condition class is calculated based on changes to vegetation composition, structural stage, and canopy closure using methods described in the *Interagency Fire Regime Condition Class Guidebook* (FRCC Interagency Working Group 2005b). LANDFIRE VCC is based on departure of current vegetation conditions from reference vegetation conditions only, whereas the Fire Regime Guidebook approach includes departure of current fire regimes from those of the reference period. Data obtained from LANDFIRE.gov (simulates historical vegetation reference conditions using the Vegetation Dynamics Development Tool, which is a vegetation and disturbance dynamics model. A current vegetation condition is then derived from a classification of existing vegetation type, cover, and height and is current to the vegetative land cover that existed on the landscape in 2014.

The following descriptions of fire regime condition classes are provided by the National Interagency Fire Center (NIFC):

Condition Class 1:

Fire regimes are within the natural (historical) range of variability of vegetation characteristics; fuel composition; fire frequency, severity and pattern; and other associated disturbances. Fire behavior, effects, and other associated disturbances are similar to those that occurred prior to fire exclusion (suppression) and other types of management that do not mimic the natural fire regime and associated vegetation and fuel characteristics. Composition and structure of vegetation and fuels are similar to the natural (historical) regime. The risk of loss of key ecosystem components (e.g. native species, large trees, and soil) is low.

Condition Class 2:

Fire regimes show moderate departure from the natural (historical) regime of vegetation characteristics; fuel composition; fire frequency, severity and pattern; and other associated disturbances. Fire behavior, effects, and other associated disturbances are moderately departed (more or less severe). Composition and structure of vegetation and fuel are moderately altered. Uncharacteristic conditions range from low to moderate. The risk of loss of key ecosystem components is moderate.

Condition Class 3:

Fire regimes show high departure from the natural (historical) regime of vegetation characteristics; fuel composition; fire frequency, severity and pattern; and other associated disturbances. Fire behavior, effects, and other associated disturbances are highly departed (more or less severe). Composition and structure of vegetation and fuel are highly altered. Uncharacteristic conditions range from moderate to high. The risk of loss of key ecosystem components is high. (NIFC 2003)

According to the LANDFIRE VCC data, the Pinal County WUI includes 255,798 acres of land classified as urban, water, sparsely vegetated and barren landscapes (approximately 12.8 percent of WUI acres) and 351,660 acres of agricultural land (approximately 19.3 percent of WUI acres) (LANDFIRE 2018). Table 2.3 details the acreage of WUI areas that fall into the different VCC classes. Almost 70 percent of WUI acres are not considered to be within the natural range of variation of historical wildland fire regimes.

**Table 2.3. Vegetation Condition Classes
within the Pinal County WUI**

Vegetation Condition Class	Acreage (%)
VCC I	872,632 (43.6)
VCC II	499,165 (24.9)
VCC III	23,023 (1.1)

Source: LANDFIRE 2018.

Because VCC categories are based on coarse-scale data that are intended to support national level planning, any interpolation of national data for localized conditions may not be valid (FRCC Interagency Working Group 2005b). They also may not be valid due to invasive perennial and annual grasses, exotic forbs, and woody-species encroachment in native habitats, which alters local fire regimes. Therefore, local agencies are asked to provide data for localized vegetative conditions that reflect an accurate, current FRCC USFS 2000). The amount of land disturbance causing the growth of flammable annuals (e.g., pigweed, Asian mustard, and thistles) and invasive grasses (e.g., buffelgrass) in affected WUI areas can rapidly alter the potential of a vegetation association to support unwanted wildland fire. In addition, increasing woody-species invasions, especially saltcedar/ tamarisk within the riparian corridors, indicate that the perennial and ephemeral riparian, upland, and desert grassland habitats no

longer conform to components of VCC 1 lands. Invasive nonnative plants have severe ecological impacts on vegetative structure (Arizona Wildlands Invasive Plant Working Group 2005). Therefore, local conditions indicate that the majority of wildland habitats within the WUI actually fall within VCC 2 and VCC 3 (Photograph 2.1).



Photograph 2.1. VCC 3- Saltcedar/ tamarisk-invaded riparian habitat

The desired future condition of federal land within the Pinal County CWPP analysis area is to return to or maintain wildland within VCC 1, as described in *Fire Regime and Condition Class (FRCC) Interagency Handbook Reference Conditions*:

Open park-like savanna grassland, or woodland, or shrub structures maintained by frequent surface or mixed severity fires... Surface fires typically burn through the understory removing fire-intolerant species and small-size classes and removing less than 25 percent of the upper layer, thus maintaining an open single-layer overstory of relatively large trees... Mosaic fires create a mosaic of different-age, postfire grassland, savannah woodlands, or open shrub patches by leaving greater than 25 percent of the upper layer (generally less than 40 hectares [100 acres]). Interval[s] can range up to 50 [years] in systems with high temporal variability. (FRCC Interagency Working Group 2005a)

Desired future conditions for Great Basin Pinyon-Juniper Woodland, Lower Sonoran Desert Scrub, Montane Conifer Forest, and Riparian habitats, as described in the *Approved Arizona Statewide Land Use Plan Amendment for Fire, Fuels, and Air Quality Management and Decision Record*, are as follows:

Great Basin Pinyon-Juniper Woodland habitat:

Annual weeds such as cheatgrass are controlled, ladder fuels and downed woody debris are limited or not present, and juniper and piñon pine tree densities and cover occur at their historic range of variation.

Lower Sonoran Desert Scrub habitat:

An adequate cover of and mix of natural plant species that have good vigor. Wildland fire would control or reduce the exotic annual weeds such as red brome and to limit woody vegetation to nonhazardous levels.

Montane Conifer Forest habitat:

Dog-hair thickets are controlled, ladder fuels and downed woody debris are limited or not present, a high percentage of large trees are maintained, and tree stand vigor is maintained through controlled fire and mechanical treatments.

Riparian habitat:

Annual weed cover and density is controlled and ladder fuels and downed woody debris are limited or not present. Disturbances that can potentially reduce natural vegetation cover and vigor are managed to maintain cover and mix of native riparian plant species.
(BLM 2004a: 2– 3)

D. Fire Threat

The arrangement of vegetative fuel, relative flammability, and potential of vegetation to support wildland fire varies throughout the WUI. Wildland fuel hazards depend on a specific composition, type, arrangement, or condition of vegetation such that if the fuel were ignited, an at-risk community or its infrastructure would be threatened. Existing data obtained through LANDFIRE.gov was used to determine the existing land cover and fire behavior models for the Pinal County WUI. Vegetation associations within the WUI were identified and mapped using the LANDFIRE.gov Existing Vegetation Type data layer, which represents the species composition present at a given site up to the year 2010 (LANDFIRE 2018). The LANDFIRE data sets use the 40 Scott and Burgan Fire Behavior Fuel Model (FBFM40) layer to represent distinct distributions of fuel loading found among surface fuel components (live and dead), size classes, and fuel types (LANDFIRE 2018). These data sets were used to digitize vegetative landcover types (refer to Figure 2.3) and display the distribution and abundance of vegetation associations and associated fire behavior models over the Pinal County WUI (refer to Figure 2.4a). The Core Team used the FlamMap fire mapping and analysis system (Finney 2006; Stratton 2006) to depict potential fire behavior for constant environmental conditions (weather and fuel moisture), which produces an estimate of flame height as a surrogate for prediction of fire intensity over the landscape (refer to Figure 2.4a). Further, as a result of the 2005 fire season and its remarkable increase in number of fires and acres burned, the Core Team wanted to analyze what a similar scenario might look like if it occurred again in the future. The increase in fire was a result of a particular wet year leading to an increase in light grass and shrub fuels. To model this, two fuel models were altered (GR1 to GR2 and GS1 to GS2) to account for an increase in light fuels when analyzing the wildland fire threat (refer to Figure 2.4b). These data sets provide the level of landscape description and vegetative landcover detail necessary for aligning wildland fuel flammability with existing vegetation. Each vegetation association consists of various fuel properties that can produce differing wildfire

behavior based on environmental condition. These properties are then assigned to distinguishable fuel models.

The normalized vegetative data and associated range of assigned fuel models for predicting wildfire behavior for each vegetation association is shown in Table 2.4. The predicted flame length from the FlamMap fire map model as well as the characteristic rate of spread were used to determine the high, moderate, or low wildland fire risk to communities (refer to Table 2.5). The relationship of surface-fire flame length to suppression actions is the basis for assigning wildland fire risk. Wildland fire with flame lengths less than 4 feet can generally be attacked at the head of the fire using hand tools. Fuel models with a predicted flame length of fewer than 4 feet are assigned low risk. Flame lengths from 4 to 8 feet are too intense for direct attack and equipment such as fire trucks, and aircraft may be needed for suppression and control. Fuel models with a predicted flame length of 4 to 10 feet are assigned moderate risk. Flame lengths over 10 feet present serious control problems, including crown fires with fire spotting from fire brands, and major fire runs are possible. Fuel models with a predicted flame length of over 11 feet are assigned high risk (Heinsch and Andrews 2010). Rate of spread is defined the relative movement of a fire in a horizontal dimension. Rate of spread is a fire behavior output that is influenced by three environmental factors; fuels, weather, and topography. It is an indicator of how quickly a fire is spreading or moving horizontally and is expressed in feet-per-minute (AZWRAP 2017). Rate of spread thresholds associated with the West Wide Risk Analysis as part of AZWRAP have been applied. Flame length and rate of spread characteristics were combined and applied to both normal and extraordinary rainfall years (refer to Figures 2.4a and 2.4b) to represent fire behavior characteristics associated with vegetation and potential environmental factors within the WUI. Table 2.6 lists the predicted flame height, rate of spread and associated wildfire risk rating.

The Arizona State Forester has established the following guidelines for evaluating risk:

Evaluate Risk to Communities: Not all structures and/or communities that reside in an “interface” area are at significant risk from wildland fire. It is a combination of factors, including the composition and density of vegetative fuels, extreme weather conditions, topography, density of structures, and response capability that determines the relative risk to an interface community. The criteria listed below are intended to assist interagency teams at the state level in identifying the communities within their jurisdiction that are at significant risk from wildland fire. The application of these risk factors should allow for greater nationwide consistency in determining the need and priorities for Federal projects and funding. (ADFFM 2007:1)

Risk Factor 1: Fire Behavior Potential in the WUI can be classified under Situations 1, 2, and 3, as described by the Arizona State Forester below:

Situation 1: In these communities, continuous fuels are in close proximity to structures. The composition of surrounding fuels is conducive to crown fires or high intensity surface fires. Likely conditions include steep slopes, predominantly south aspects, dense fuels, heavy duff, prevailing wind exposure and/or ladder fuels that reduce firefighting effectiveness. There is a history of large fire and/or high fire occurrence.

Situation 2: In these communities, intermittent fuels are in proximity to structures. Likely conditions include moderate slopes and/or rolling terrain, broken moderate fuels, and some ladder fuels. The composition of surrounding fuels is conducive to torching, spotting, and/or moderate intensity surface fires. These conditions may lead to moderate firefighting effectiveness. There is a history of some large fires and/or moderate fire occurrence.

Situation 3: In these communities, fine and/or sparse fuels surround structures. There is infrequent wind exposure and flat terrain to gently rolling terrain. The composition of surrounding fuels is conducive to low intensity surface fires. Firefighting generally is highly effective. There is no large fire history and/or low fire occurrence.

(ADFFM 2007:1-2)

The Pinal County WUI includes five major vegetative fuel types composed of 21 ecological system vegetation communities (including agricultural lands), two mostly nonvegetated associations, and six developed land covers (LANDFIRE 2018). Each vegetative community is assigned to specific fuel models that predict the rate of spread, flame length, and fire intensity levels possible for each vegetation association during an average fire season under average weather conditions (refer to Table 2.5).

The average historical fire return interval is highly variable among vegetation associations across the WUI. Habitat-replacement wildfires or wildfires resulting in a major loss of habitat components, in conjunction with drought, may increase fire frequency and intensity in woodland and forest habitats because of lower live fuel moisture in heavy wildland fuels (FRCC Interagency Working Group 2005a). Wet years that create abundant fine fuels such as grass and brush followed by drought years have in the past led to years with many large fires over fairly wide areas (Swetnam and Baisan 1996). Climate change may compound this and make fire behavior more intense and fire seasons longer (Stephens et al. 2013; Karl 2009; McDonald 2009).

Wildfire behavior as predicted by fuel models are influenced by topographic features such as slope and aspect. Slope affects both the rate of spread and flame length, becoming greater as slope increases because the flame is tilted over the unburned fuel allowing it to ignite more quickly (Rothermel 1983). Aspect affects fire behavior by the amount of solar radiation creating the driest fuel moistures on slopes that face the afternoon sun, which would be the south and southwest aspects in the northern

hemisphere. Additionally, during the summer months wind direction is primarily from the south-southeast during pre-monsoonal months. A southerly aspect will increase fire behavior by producing a greater effective wind speed if it is blowing up a slope rather than down it because the wind and slope are in alignment (Scott 2012).

Table 2.4. Pinal County WUI Fuel Types and Vegetation Associations

Fuel Type	Vegetation Association	Total Acres (%) ^a
Shrublands	Big Sagebrush Shrubland and Steppe ^b	578 (<0.1)
	Blackbrush Shrubland ^b	52 (<0.1)
	Chaparral	49,608 (2.5)
	Creosotebush Desert Scrub	273,833 (13.8)
	Deciduous Shrubland	23 (<0.1)
	Desert Scrub	852,691 (42.6)
	Introduced Riparian Vegetation	41 (<0.1)
	Salt Desert Scrub	15,416 (0.8)
Grasslands	Grassland	3,038 (0.2)
	Grassland and Steppe	12,799 (0.6)
	Introduced Annual Grassland	10,399 (0.5)
	Introduced Annual and Biennial Forbland	28,254 (1.4)
	Introduced Perennial Grassland and Forbland	450 (<0.1)
Woodlands	Conifer-Oak Forest and Woodland	36 (<0.1)
	Juniper Woodland and Savanna	2,771 (0.1)
	Juniper-Oak	12,352 (0.6)
	Mesquite Woodland and Scrub	63,536 (3.2)
	Pinyon-Juniper Woodland	34,541 (1.7)
	Ponderosa Pine Forest, Woodland and Savanna	9 (<0.1)
	Western Riparian Woodland and Shrubland	47,121 (2.4)
Non-vegetated / Sparsely Vegetated Lands	Barren	4,303 (0.2)
	Developed-High Intensity	805 (<0.1)
	Developed-Medium Intensity	3,305 (0.2)
	Developed-Low Intensity	17,715 (0.9)
	Developed-Roads	81,610 (4.1)
	Developed-Upland	78,966 (3.9)
	Open Water	3,161 (0.2)
	Sparse Vegetation	7,844 (0.4)
	Quarries-Strip Mines-Gravel Pits	10,818 (0.5)
Agricultural lands	Agriculture	386,200 (19.3)
Total		2,002,277(100)

Source: LANDFIRE 2018

Note: WUI = wildland-urban interface.

^a Actual percentages may not add to 100% because of rounding.

^b May or may not physically occur in analysis area, due to computer classification of vegetation data.

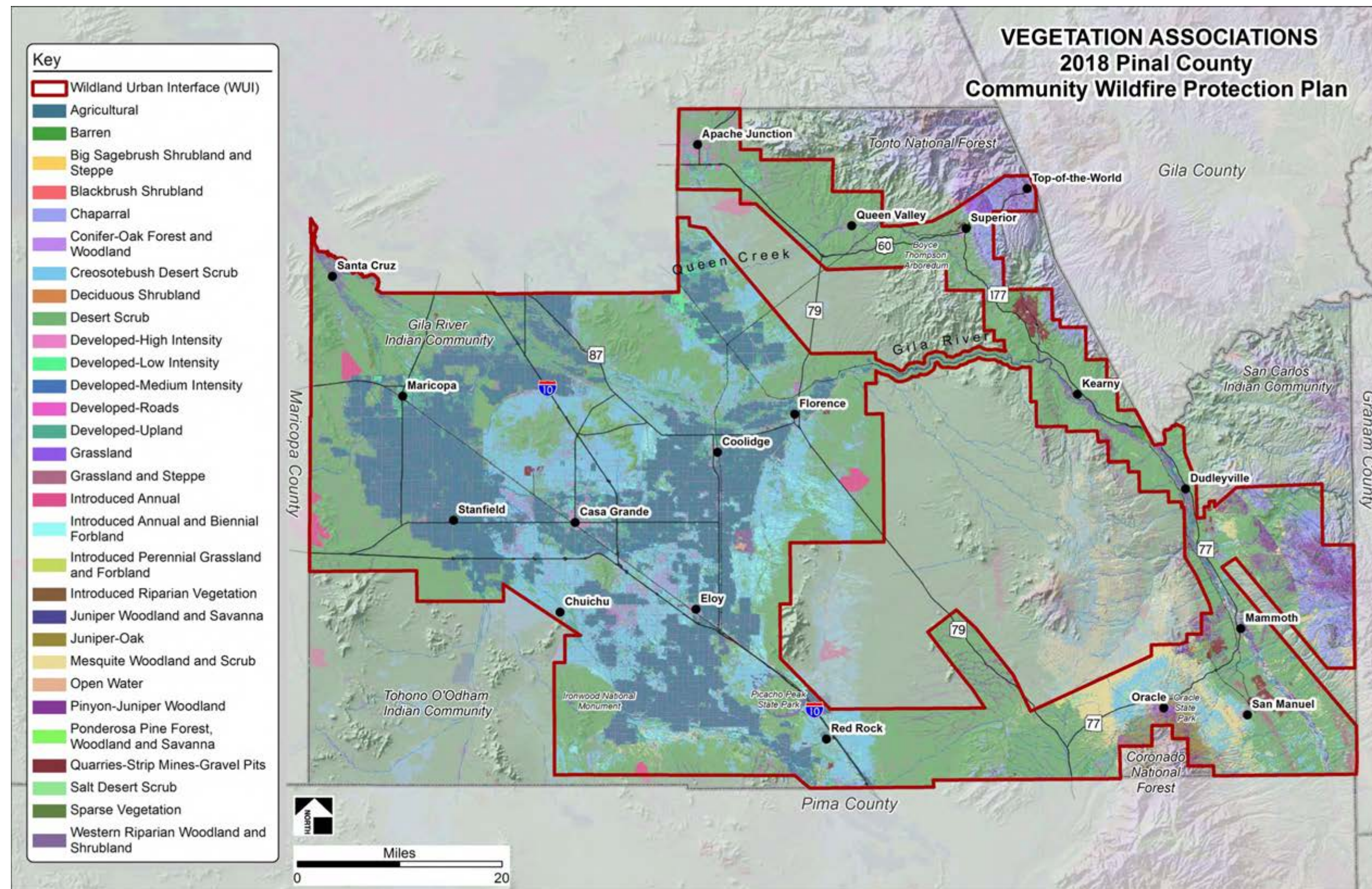


Figure 2.3. Pinal County CWPP Vegetation Associations

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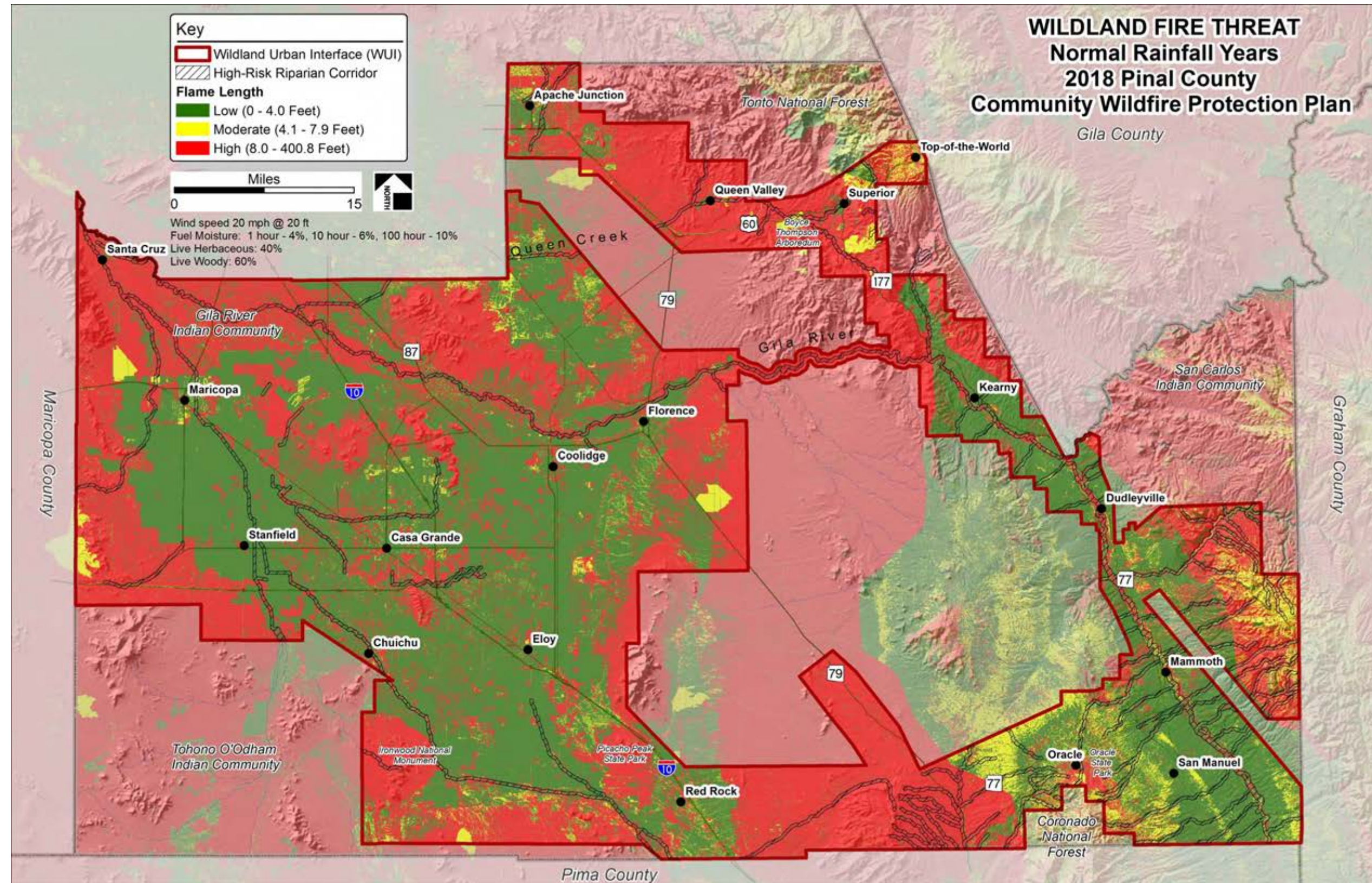


Figure 2.4a. Pinal County CWPP Wildland Fire Threat – Normal Rainfall Years

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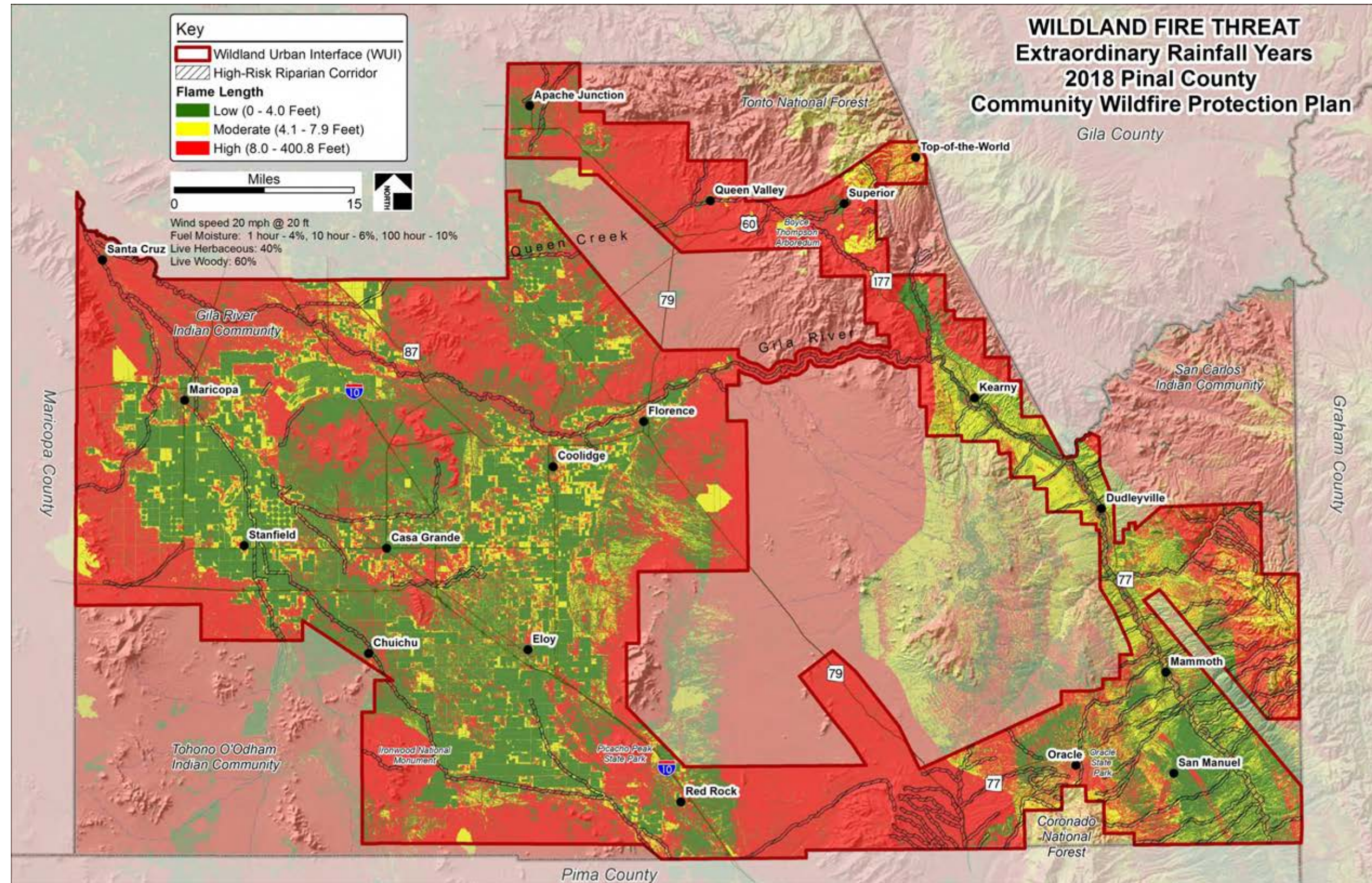


Figure 2.4b. Pinal County CWPP Wildland Fire Threat – Extraordinary Rainfall Years

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Table 2.5. Fuel Models, Fuel Descriptions, and Fire Behavior Models

Fuel Model	Fuel Description	Wildfire Risk Rating ^a	Anderson Fuel Model	Fire-Danger Rating Model ^b	Flame Length in feet	Flame Length in feet Low Dead Fuel Moisture	Fire Intensity Level from Fire Behavior Fuel Model ^c	Rate of Spread in feet/hour (chains/hour) Low Dead Fuel Moisture ^d	Acre (%) ^e
Shrub (SH)—Shrubs Cover at Least 50 Percent of the Site; Grass Sparse to Nonexistent (Shrub)		L	5-6	L and T	1–5				
SH1	Low shrub fuel load, fuelbed depth about 1 foot; some grass may be present. Spread rate very low; flame length very low.					0.2–0.7	1	7–132 (0–2)	338,321 (16.9)
SH2	Moderate fuel load (higher than SH1), depth about 1 foot; no grass fuel present. Spread rate low; flame length low.					1.5–5.0	1–3	0-1188 (0–18)	54 (<0.1)
SH3	Moderate load, humid climate shrub, woody shrubs and shrub litter; possible pine overstory; depth 2-3 feet. Spread rate low, flame length low.					0.7- 4.8	1-3	0-1254 (0-19)	13 (<0.1)
SH5	Heavy shrub load, depth 4 to 6 feet. Spread rate very high; flame length very high.					4.0–25.0	2–6	0–16500 (0–250)	17,067(0.9)
SH7	Very heavy shrub load, depth 4 to 6 feet. Spread rate lower than SH5, but flame length similar. Spread rate high; flame length very high.					4.0–25.0	2–6	0–11889 (0–180)	27,009 (1.3)
Grasslands (GR)—Nearly Pure Grass and/or Forb Type		M	1,2	F and T	1-8				
GR1	Grass is short, patchy, and possibly heavily grazed. Spread rate moderate; flame length low.					0.5–1.7	1	0–990 (0–15)	237,185(11.8)
GR2	Moderately coarse continuous grass, average depth about 1 foot. Spread rate high; flame length moderate.					1.0–8.0	4	0–7920 (0–120)	39,846 (2.0)
Grass-Shrub (GS)—Mixture of Grass and Shrub, up to about 50 Percent Shrub Coverage (Grass-Shrub)		M	1,2	A (B) and T	1–8				
GS1	Shrubs are about 1 foot high, low grass load. Spread rate moderate flame length low.					1.0–6.0	1–3	0–3960 (0–60)	73,363 (3.7)
GS2	Shrubs are 1 to 3 feet high, moderate grass load. Spread rate high; flame length moderate					1.5–10.0	2–5	0–>6600 (0–100)	867,506 (43.9)
Timber-Understory (TU)—Grass or Shrubs Mixed with Litter from Forest Canopy (Timber-Understory)		M	6-7	F and T	1-16				
TU1	Fuelbed is low load of grass and/or shrub with litter. Spread rate low; flame length low					1.0–4.0	1–3	0–990 (0–15)	5,233 (0.3)
TU2	Fuelbed is moderate litter load with shrub component. Spread rate; moderate; flame length low.					1.0–8.0	1–5	0–5,280 (0–80)	1 (<0.1)

Section II. Community Assessment and Analysis									
Fuel Model	Fuel Description	Wildfire Risk Rating ^a	Anderson Fuel Model	Fire-Danger Rating Model ^b	Flame Length in feet	Flame Length in feet Low Dead Fuel Moisture	Fire Intensity Level from Fire Behavior Fuel Model ^c	Rate of Spread in feet/hour (chains/hour) Low Dead Fuel Moisture ^d	Acre (%) ^e
Timber Litter (TL)—Dead and Down Woody Fuel (Litter) beneath a Forest Canopy (Timber Litter)		H	4-5	B and T	4-25				
TL1	Light to moderate load, fuels 1 to 2 inches deep. Spread rate very low; flame length very low.					0.0–0.5	1	0–66 (0–1)	33 (<0.1)
TL2	Low load, compact. Spread rate very low; flame length very low.					0.3–1.0	1	0–132 (0–2)	820 (<0.1)
TL3	Moderate-load conifer litter. Spread rate very low; flame length low.					0.4–1.3	1	0–198 (0–3)	2,429 (0.1)
TL5	High-load conifer litter; light slash or mortality fuel. Spread rate low; flame length low.					4.0–4.5	1-3	0 –1452 (0-22)	78 (<0.1)
TL6	Moderate load broadleaf litter. Spread rate moderate, flame length moderate.					1.0-6.2	1-4	0–1650 (0-25)	1,137 (0.1)
TL8	Moderate load and compactness may include small amount of herbaceous load. Spread rate moderate; flame length low.					1.0–8.0	1–5	0–66 (0–1)	28 (<0.1)
Nonburnable (NB)—Insufficient Wildland Fuel to Carry Wildland Fire under Any Condition (Nonburnable)									
NB1	Urban or suburban development; insufficient wildland fuel to carry wildland fire.								111,752 (5.6)
NB3	Agricultural field, maintained in nonburnable condition.								243,968 (12.2)
NB8	Open water.								3,169 (0.2)
NB9	Bare ground.								22,264(1.1)
								Total	2,002,277 (100)

Source: National Fire Danger Rating System (USFS 1983; Burgan 1988).

^a L = low; M = moderate; H = high; NA = not applicable.

^b National Fire Danger Rating System.

^c Fire behavior fuel models are designed for wildland vegetation and do not accurately predict fire behavior when structures are involved. Fire intensity level (FIL) is an expression of fire line intensity based on flame length (in feet): FIL1 = 0–2 feet; FIL2 = 2.1–4 feet; FIL3 = 4.1-6 feet; FIL4 = 6.1–8 feet; FIL5 = 8.1–12 feet; FIL6 > 12 feet.

^d Flame length predicted by FlamMap (LANDFIRE 2018). 1 Chain = 66 feet.

^e Actual percentages may not add to 100% because of rounding.

Table 2.6. Wildland Fire Threat

Vegetation type and density	Influence
Predicted flame length greater than 8 feet	High
Predicted flame length of 4 to 8 feet	Moderate
Predicted flame length of less than 4 feet	Low
Rate of spread greater than 33 feet per minute	High
Rate of spread 11 to 32.9 feet per minute	Moderate
Rate of spread 0 to 10.9 feet per minute	Low

Source: Logan Simpson 2018.

E. Conditions of Ignition and Past Fire Occurrence

Past regional wildfire events are important to consider when determining the potential occurrence of unwanted wildland fire in any area of the WUI. Based on the combination of recurring dry conditions and a regional history of fires, it is expected that there will be wildland fire ignitions within the WUI that must be suppressed. The fire history of the Pinal County CWPP analysis area, including recent large wildfires that have occurred within or adjacent to the WUI, has been included in this analysis to determine the most likely areas for either natural or human-caused wildland fire ignition (refer to Figure 2.5).

Table 2.7 details the high, moderate, and low positive-influence values assigned to fire-start incidents. These include concentrated areas of lightning strikes and human-caused ignitions with high-potential areas having the greatest number of fire starts per 1,000 acres. High, moderate, and low determinations are based on the same density and distribution matrices as identified in AZWRAP. Wildland fire ignition data were obtained from the Federal Wildland Fire Occurrence Internet Mapping Service web site and database ([USDA and USDI 2017](#)) and from the National Fire and Aviation Management Web Applications Data Warehouse ([FAMWEB 2018](#)). Data sets were combined with redundant ignitions counted as a single ignition. The data sets used are based on official fire occurrence data collected from five federal and state agencies that have been merged into one fire-history point layer. According to these data, 1,171 wildfire ignitions have been reported within the WUI from 2007 through 2016.

Table 2.7. Ignition History and Wildfire Occurrence

Wildfire Occurrence	Value
0–2 fire ignitions/1000 acres	Low
2–5 fire starts/1000 acres	Moderate
>5 fire starts/ 1000 acres	High

A growing body of evidence shows that the climate has changed substantially since the year 1900, that this change is accelerating, and that even greater change is likely to occur in the next 100 years (USDA 2012). Such climate change will alter natural ecosystems and affect their ability to provide

goods and services (USDA 2012). Additionally, post-wildfire conditions and fire management activities can create ideal opportunities for invasions by nonnative plants that undermine the benefits of fire management actions (Brooks and Lusk 2008; Brooks 2008). The areas with the greatest potential for fire ignition, either from natural or human (though unplanned) causes, are found within the northwestern portion of the WUI, including the Gila River Indian Community. Moderate fire occurrences are found in the northeastern portion of the WUI near community of Queen Valley and town of Superior, as well as the southwestern portion of the WUI near the city of Eloy, along the I-10 and SR 87 corridors, and on the Tohono O'Odham Indian Community (refer to Figure 2.5).

F. Wildfire Effects

Valued at-risk community resources can often include private and community structures, communication facilities, local recreation areas, cultural and historic areas, sensitive wildlife habitat, watersheds, natural resources, and air quality. As agreed to by the Core Team, developed land and other infrastructure within the area of highest wildfire threat were given the highest influencing value of wildfire effects. In accordance with the risk to "Social, Cultural and Community Resources" (Risk Factor 2) identified by the ADFFM, the Core Team has determined that the Pinal County WUI does include areas consistent with Situations 1, 2, and 3, as follows:

Situation 1: This situation most closely represents a community in an urban interface setting. The setting contains a high density of homes, businesses, and other facilities that continue across the interface. There is a lack of survivable space where personnel can safely work to provide protection. The community watershed for municipal water is at high risk of being burned to other watersheds within the geographic region. There is a high potential for economic loss to the community and likely loss of housing units and/or businesses. There are unique cultural, historical or natural heritage values at risk.

Situation 2: This situation represents an intermix or occluded setting, with scattered areas of high-density homes, summer homes, youth camps, or campgrounds that are less than a mile apart. Efforts to create survivable space or otherwise improve the fire-resistance of a landscape are intermittent. This situation would cover the presence of lands at risk that are described under state designations such as impaired watersheds or scenic byways. There is a risk of erosion or flooding in the community of vegetation burns.

Situation 3: This situation represents a generally occluded setting characterized by dispersed single homes and other structures that are more than a mile apart. This situation may also include areas where efforts to create a more fire-resistant landscape have been implemented on a large scale throughout a community or surrounding watershed. (ADFFM 2007:2)

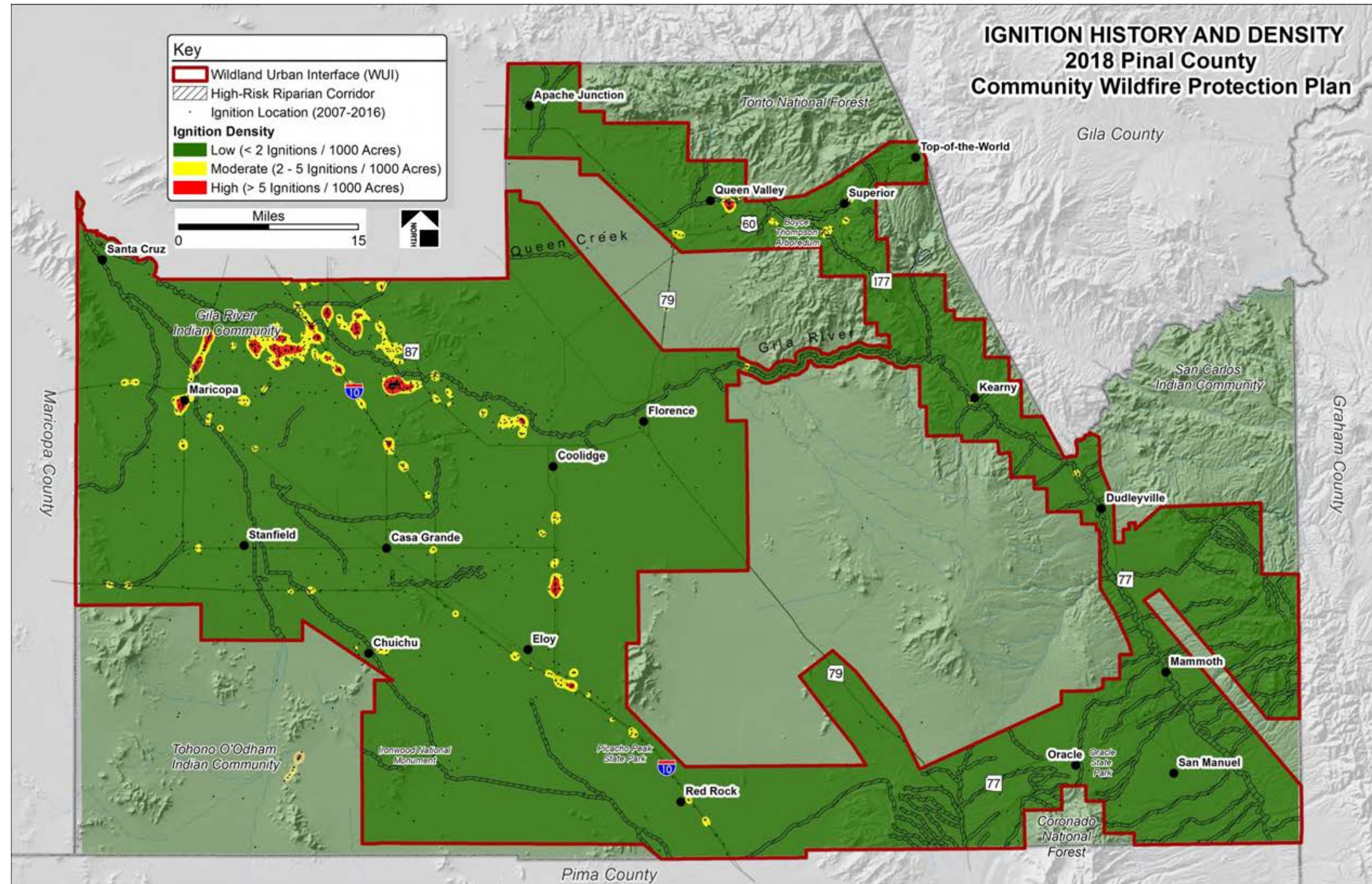


Figure 2.5. Pinal County WUI Ignition History

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1. Housing, Businesses, Essential Infrastructure, and Evacuation Routes

High wildfire-effects areas, including major community cores and portions of major highways and roadways, were identified within the WUI. Residential community development is occurring throughout the WUI in a mix of high-density, single-family, and multi-acre parcels. The Core Team reviewed the most current structure data available for each land parcel within the WUI (Pinal County 2018) and analyzed structure distribution and density to determine areas of low, moderate, and high structural density. This data was then portioned into wildfire-effects categories according to the density of structures and presence of natural or developed landcover types. This includes:

- a. areas of highly developed lands that lack significant open space or natural land covers,
- b. moderately developed private lands where an intermingling of public and private lands occur, and
- c. where the major portion of the landscape is composed of natural landcover types, and lightly developed private lands where the majority of land cover is composed of natural land cover (refer to Photograph 2.2).

Areas of highest development and areas lacking development are considered to have lower wildfire-effects; areas of moderate development where the majority of land cover is composed of natural land cover are considered to have high wildfire effects; and areas of light development are considered to have moderate wildfire effects (refer to Table 2.8).



Photograph 2.2. 2017 Roach Fire in the area of Dudleyville, AZ

During the 2009 Pinal County CWPP analysis process, the Core Team identified high-risk transportation corridors within the WUI including portions of I-10 and I-8, US Highway 60 (US 60), SR 77, SR 177, SR 79, SR 347, SR 238 and SR 87. These corridors continue to be vital routes and have been carried into this 2018 Pinal County CWPP as transportation corridors that will serve as

evacuation routes and resource distribution corridors during a wildland fire. Fuel modifications and treatments as appropriate along evacuation corridors will provide for safe evacuation, as well as emergency vehicle response during a catastrophic wildland fire in the WUI.

2. Recreation Areas/Natural Habitat

Recreational features are located within and adjacent to the WUI throughout Pinal County, including recreational and camping areas associated with the San Tan Mountain Regional Park; Lost Dutchman, Oracle, and Picacho Peak State Parks; Boyce Thompson SW Arboretum; and designated camping and recreation areas within CNF, TNF, and BLM-managed public lands. These parks and recreational areas provide camping and scenic vistas of deep canyons, dry washes, sheer cliffs, distant mountain ranges, colorful soils and rock formations, and a mosaic of vegetation.

The Pinal County CWPP analysis area includes three rivers: the San Pedro, the Santa Cruz, and the Gila. The San Pedro River flows north from the Mexican state of Sonora into Arizona to join the Gila River near Winkelman. The river is located in the southeastern portion of the county and enters Pinal County from Pima County. It is one of the last few large undammed rivers in the Southwest. The San Pedro River supports nearly two-thirds of the avian diversity in the United States; about 100 species of birds breed around the river, and an additional 250 species use the corridor for migration and winter range. The San Pedro River also provides habitat for 80 species of mammals.

The Santa Cruz River has its headwaters in the high intermontane grasslands of the San Rafael Valley just north of the US-Mexican border. It flows southward into Mexico, turns westward, and reenters the United States just east of Nogales and continues northward past Tucson to the Santa Cruz Flats just south of Casa Grande and the Gila River. The river is located in the southern portion of the County and nearly parallels Interstate 10 (I-10) to its east as it enters Pinal County from Pima County. The Santa Cruz River is usually a dry riverbed throughout much of the year, unless the area receives significant rainfall.

The Gila River is a tributary of the Colorado River. It begins in western New Mexico, flows southwest and westward into Arizona, emerges from the mountains into the valley southeast of Phoenix where it crosses the Gila River Indian Reservation as an intermittent stream, flows westward and southward past Gila Bend, and joins the Colorado River near Yuma, Arizona. The river spans the entire north half of the County from east to west, and forms parts of its boundary on the northwest with Maricopa County and northeast with Gila County. It is one of the largest desert rivers in the world and provides an important riparian corridor for a variety of animal species (refer to Photograph 2.3). The western portion of the Gila River is largely a dry river bed in part due to irrigation and municipal water uses, though it can carry massive volumes of water after rain storms.



Photograph 2.3. Gila River Riparian Corridor March 1, 2018

The WUI also includes known and potential habitat areas for several threatened, endangered, and sensitive (TES) plants and animals. Uplands within the WUI may provide habitat for the Sonoran desert tortoise (*Gopherus morafkai*), an Arizona Game and Fish Department (AGFD) species of concern. Riparian corridors contain suitable habitat for the federally-endangered southwestern willow flycatcher (*Empidonax traillii extimus*), as well as the yellow-billed cuckoo (*Coccyzus americanus*), which is listed as federally threatened. To mitigate risk to these species, the land management agencies use conservation strategies and implement programs that meet goals and objectives of natural resource management. Wildland fuel and vegetative restoration treatments within sensitive species habitat may require additional site-specific analysis regardless of land management status because of the extraordinary circumstances created by the presence of sensitive species or their habitats. Before any vegetation treatment by the BLM, TNF, or CNF, a biological assessment and evaluation will be conducted by the appropriate federal land management agencies wildlife biologist to determine the extent of impacts the treatments will have on TES species and habitats. Section 102.a.5.B of HFRA identifies that site-specific evaluations of individual recommended projects will determine whether TES species and habitats would benefit from wildland fire mitigation treatments that would reduce wildland fuels, and thereby lessen the threat of catastrophic wildland fire, while protecting the natural resource and recreational values local residents and visitors associate with the communities.

3. Local Preparedness and Protection Capability

The Insurance Services Office (ISO) conducts assessments and rates communities on the basis of available fire protection. The rating process grades each community's fire protection on a scale from 1 to 10 (1 is ideal and 10 is poor) based on the ISO's Fire Suppression Rating Schedule. Five factors make up the ISO fire rating: water supply, type and availability of equipment, personnel, ongoing training, and the community's alarm and paging system. Water supply—the most important factor—accounts for 40 percent of the total rating. Areas within the WUI that are not located within a fire district

are identified as having an ISO rating of 10. Municipalities or areas with urban development within the WUI and are within a fire department or district have ISO ratings ranging from 3 to 9. ISO ratings have been combined with structure density as an influencing factor in the overall risk analysis. ISO ratings will vary within fire departments and districts depending on housing densities and the distance of structures that are isolated (usually 5 miles or more) from a fire station. Local populations and structure density within the Pinal County WUI will determine the extent of initial attack; sustained responses; structural protection; and public safety protection, including potential evacuation of a community.

The wildland and structural fire response within the WUI is provided by local fire departments and districts. The BLM, TNF, CNF, and local fire departments and districts provide support for initial wildland fire attack for areas within and adjacent to the Pinal County WUI. Initial-attack response from local fire departments and districts can occur under the authority of mutual-aid agreements between individual departments or under the intergovernmental agreements that individual fire departments and districts have with the ADFFM and adjacent fire departments and districts.

Land use in the WUI consists primarily of residences, agriculture, livestock production, community businesses, and community-based services and facilities. Surrounding areas are dominated by Arizona State Trust lands; BLM, TNF, and CNF lands; and private properties. Land uses within or close to the WUI include recreational activities such as hiking, hunting, fishing, bird watching, nature study, photography, and off-highway-vehicle use. Section II.G of this CWPP provides more detailed community assessments.

Table 2.8 identifies the different influence-factor weightings given to these community value components; these components were also mapped and are depicted in Figure 2.5. Note that when structure density reaches greater than 2.0 structures/acre, the wildland fire effects ratings are low. This is because the risk from house-to-house ignitions is greater at such densities, but the wildland fuel aspect is missing, and thus the effects strictly from wildland fire are lowered.

Table 2.8. Wildland fire Effects

Component	Value
> 2.0 structures/acre	Low
0.2–2.0 structures/acre	High
0.1–0.2 structure/acre	Moderate
0 - 0.1 structure/acre	Low
ISO less than 8	Low
ISO greater than 8	High

Source: Logan Simpson 2018.

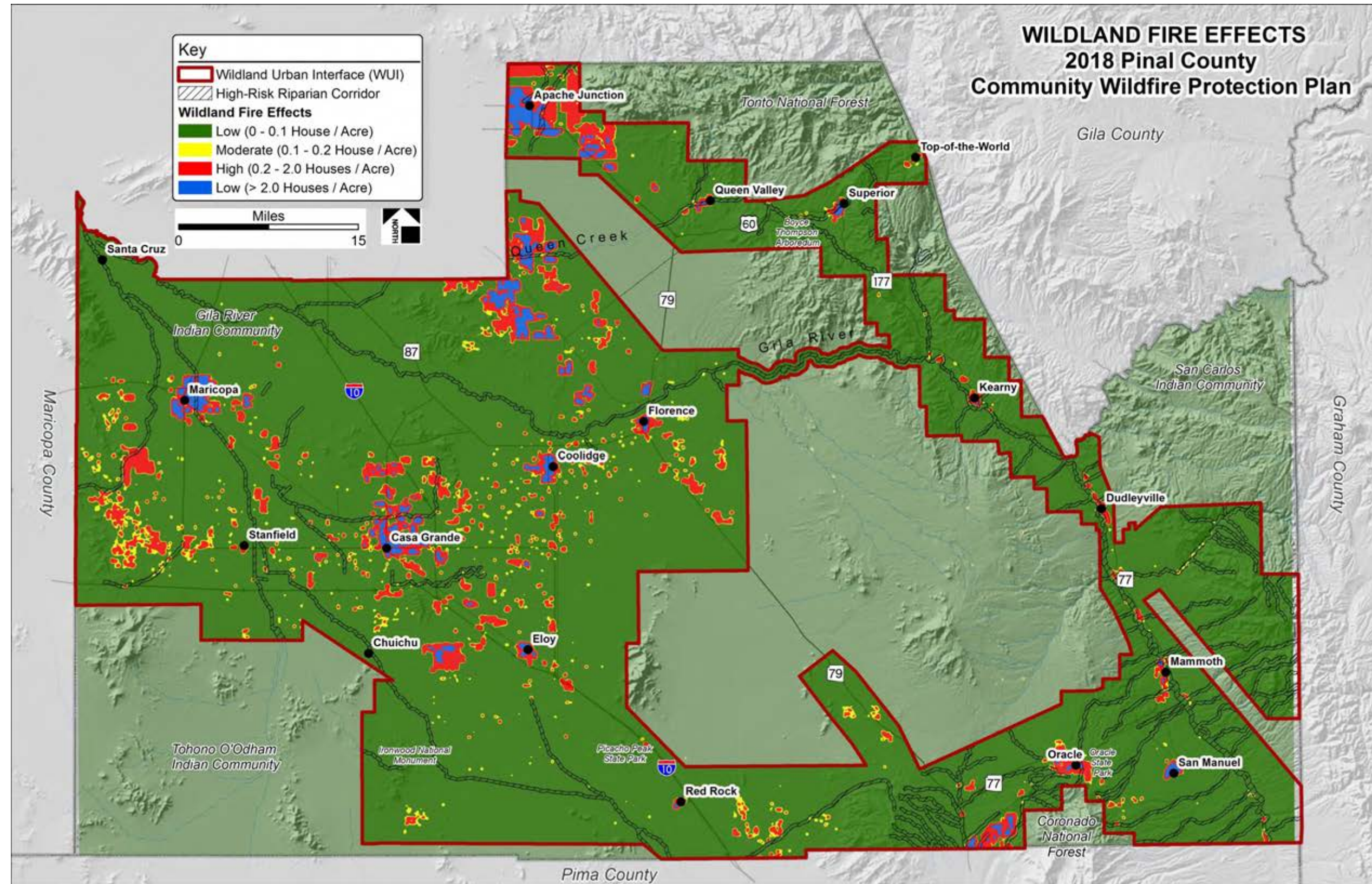


Figure 2.6. Pinal County CWPP Wildland Fire Effects Assessment

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G. Summary of Community Assessment and Fire Risk Analysis

The major concerns identified by the Core Team during the revision of this Pinal County CWPP include (1) delayed response time by available mutual-aid fire departments; (2) obtainment of additional firefighting equipment and training; (3) insufficient dispatch and communication capabilities on initial response units; (4) structures, subdivisions, and communities that do not have fire protection because they are not within the jurisdiction of a fire department or district; (5) and the spread of non-native invasive grasses that contribute to fuel loading within the WUI, including along roadways where firebreak effectiveness may be compromised. Additionally, many residences in the identified WUI were not designed with adequate general or emergency vehicle access. Private structures without adequate access and readily available water supplies increase the risk of greater habitat and structural losses from large wildland fires.

Some fire departments and districts have developed an incident action plan for sections of the WUI, such as is disclosed in the *Oracle Community Wildfire Protection Plan* (Oracle Fire District 2008), but further assessments continue to be needed. Recommendations to landowners for wildfire risk mitigation are included in Section III of this CWPP. Additional recommendations for remote private lands include identifying properties by placing names or addresses on identification placards, road signs, and wells or surface-water sources that could be used to replenish water supplies for fire response equipment—both ground-based drafting and aerial bucketing.

The sub-WUI communities within the WUI area are described below in more detail and shown in Figure 2.1 above. The community descriptions include data on population and housing units, major transportation routes, and major vegetation associations and a summary of where in the WUI the highest risk of wildland fire occurs. Population and housing data was obtained from the US Census Bureau 2016 American Community Survey (ACS) 5-Year Estimates data (US Census 2016) unless noted otherwise.

1. Eastern Pinal County Sub-WUI Communities

Apache Junction Sub-WUI

The Pinal County CWPP analyses determined that 43 percent of the Apache Junction sub-WUI (Figure 2.6 above) is at moderate risk and that 55 percent is at low risk for wildland fire. Due to areas of high-low wildfire threat, low ignition history, and low to high wildfire effects, the overall wildland fire risk rating of the Apache Junction sub-WUI is low.

Apache Junction is a rural community located within Pinal County along US 60 approximately 30 miles east of Phoenix. US 60 is the major transportation route for this community; SR 79 also serves as a transportation route for Apache Junction. The Superstition Fire & Medical District (formerly known as Apache Junction Fire District) encompasses 62 square miles and serves the city of Apache Junction and the unincorporated areas of Gold Canyon, Superstition Foothills, and the Goldfield Foothills area. The Apache Junction sub-WUI consists primarily of bedroom communities. According to 2016 ACS

data, the population of Apache Junction is 37,775 (18.7 percent increase from the 2000 Census data), with 22,204 housing units (a 2.5 percent decrease). Land ownership is primarily private, ASLD, and BLM. The Superstition Fire & Medical District has an ISO rating of 3. The fire district is bordered by the TNF as well as State Trust lands. These border areas are defined as WUI areas and are the focus of this Pinal County CWPP for this sub-WUI.

The Superstition Fire & Medical District is divided into separate and distinct fire management zones (FMZs; refer to Figure 2.7) for response and deployment analysis and planning:

- FMZ 1 encompasses the majority of the populated area within the city of Apache Junction. Fire Stations 261 and 263 provide primary response coverage for the city's inhabited 20 square miles. The population of FMZ 1 is estimated at 55,245 (Superstition Fire & Medical District 2009 and US Census 2016).
- FMZ 2 comprises the Superstition Mountain Foothills area. Fire Station 262 provides primary response coverage for the area's 13 square miles. The population of FMZ 2 is estimated at 5,973 (Superstition Fire & Medical District 2009 and US Census 2016).
- FMZ 3 covers 12 square miles of mostly vacant state trust land south of US 60. This FMZ receives service primarily from Fire Stations 263 and 262. The population of FMZ 3 is estimated at 0 (Superstition Fire & Medical District 2009 and US Census 2016).
- FMZ 4 encompasses 13 square miles and includes the communities of Gold Canyon, Mountain Brook, Kings Ranch, Superstition Mountain and Peralta Trails and the surrounding areas. Fire Station 264 provides primary response coverage for the area. The population of FMZ 4 is estimated at 22,117 (Superstition Fire & Medical District 2009 and US Census 2016).
- FMZ 5 encompasses the Goldfield Foothills area. This area, encompassing 4 square miles, receives service primarily from Fire Stations 261 and 263. The population of FMZ 5 is estimated at 3,107 (Superstition Fire & Medical District 2009 and US Census 2016).

The areas at highest risk for wildland fires within the Apache Junction sub-WUI occur primarily along the slopes of the Superstition Mountains in the eastern portion of the sub-WUI and the Goldfield Mountains in the northern portion of the WUI. Vegetation associations within this sub-WUI range from desert scrub types on the desert floor to mixed desert shrub associations in the mountain foothills. During extraordinary rainfall years, changes in vegetation could result in higher wildland fire risk. Analysis of fire-start data from 2007 to 2016 indicates that the highest incidences of ignition occur within or adjacent to the sub-WUI either within or adjacent to the TNF lands along the northern and eastern portions of the sub-WUI, and along the US 60 corridor (Figures 2.2 through 2.5 above).



Figure 2.7. Superstition Fire & Medical District Fire Management Zones

Dudleyville Sub-WUI

The Pinal County CWPP analyses determined that approximately 86 percent of the Dudleyville sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to an elevated threat of fire from within and adjacent to the riparian corridor, and limited access and wildland fire response, the overall wildland fire risk rating of the sub-WUI is moderate. Localized areas of high in the vicinity of Dudleyville can be attributed to housing density and high ISO rating.

Dudleyville is located primarily within the riparian corridor of the San Pedro River adjacent to SR 77 between the communities of Mammoth and Kearny. The community of Dudleyville, listed as low risk in the *Arizona-Identified Communities at Risk* (ADFFM 2009), is located within the Dudleyville sub-WUI. According to 2016 ACS data, the population of Dudleyville is 352 (a 73.4 percent decrease from the 2000 Census data), with 307 housing units (a 46.3 percent decrease). Land ownership is primarily private, State Trust, and San Carlos Indian Reservation Land. The Dudleyville Fire District provides structural and wildland fire protection services to the community. The areas at highest risk for wildland fires within the Dudleyville sub-WUI are primarily along the San Pedro and Gila River riparian corridors and associated side channels and upland areas with ascending slope to the east and west of the river corridors. Additionally, areas of higher fire threat can be found within the riparian corridor where saltcedar-invaded riparian vegetation with heavy ground fuels is found within or adjacent to structures. In July 2017, the Roach Fire burned over 300 acres within the riparian corridor affecting nearby structures and residents. Developed lands occur on both sides of the riparian corridor, with few roads crossing the river channel. Firefighting response and community evacuation (when necessary) could be delayed due to limited access. Analysis of fire-start data from 2007 to 2016 indicates that the highest

incidences of ignition are within the riparian corridor to the northwest of the sub-WUI. Wildfire ignitions have been recorded on both sides of the riparian corridor (Figures 2.2 through 2.5 above).

Galiuro Mountains Sub-WUI

The Pinal County CWPP analyses determined that 94 percent of the Galiuro Mountains sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to areas of moderate to high threat, low ignition history, and overall low wildfire effects other than those associated with Aravaipa Canyon West which are moderate, the overall wildland fire risk rating of the Galiuro Mountains sub-WUI is moderate.

The Galiuro Mountains Sub-WUI is located east of the San Pedro River corridor and includes private, mostly undeveloped lands, located on the west-facing foothills of the Galiuro Mountains. Aravaipa Canyon West is a community located within the Galiuro Mountains and has been a recognized Firewise community since 2014, investing over \$57,000 towards reducing their wildland fire risk (NFPA 2018b). These private lands are not within a fire department or district, with no obligated structural fire protection is available to residents. Wildland fire responses would be provided by ADFFM, BLM, or USFS wildfire response resources. Analysis of fire-start data from 2007 to 2016 indicates that the highest incidences of ignition are within the upper elevations of the Galiuro Mountains in the easternmost portion of the WUI. Vegetation associations occurring in higher elevations create a high fire risk during normal fire seasons. In extraordinary rainfall years, production of light fuels from invasive grasses will produce areas of high risk on the lower foothills where woodland vegetation associations are associated with steep slopes and southerly exposures. Numerous xeroriparian areas traverse the sub-WUI from east to west, from the higher elevations of the Galiuro Mountains to the San Pedro River; this creates additional areas of potential elevated wildfire concern. Although areas of high and moderate wildland fire threat dominate large areas of this sub-WUI, wildfire mitigation should be focused on developed areas associated with Aravaipa Canyon (Figures 2.2 through 2.5 above).

Golder Ranch Sub-WUI

The Pinal County CWPP analyses determined that approximately 80 percent of the Golder Ranch sub-WUI (Figure 2.6 above) is at moderate risk and 19 percent is at low risk for wildland fire. Due to an overall wildfire threat, low ignition history, overall low to moderate wildfire effects, and proximity to high-threat wildland fuels and elevated areas of threat from several xeroriparian areas the overall wildland fire risk rating of the Golder Ranch sub-WUI is moderate.

This sub-WUI includes the developed areas in the Golder Ranch Fire District within Pinal County including the Saddlebrook developments along SR 77, the Oracle Junction area, and developed parcels north along a segment of SR 79 northwest to the area above Three Buttes. Outside the Saddlebrook development, this sub-WUI is sparsely populated. However, areas of high risk occur along the Pinal-Pima county border and within the western portion of the sub-WUI toward the Tortolita Mountains as well as throughout the WUI where desert shrub-scrub associations occur in conjunction with southerly exposed slopes. Additionally, there are several large and converging xeroriparian areas of elevated concern of wildland fire threat that occur within the WUI (Figures 2.2 through 2.5 above).

Kearny Sub-WUI

The Pinal County CWPP analyses determined that approximately 83 percent of the Kearny sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to an elevated threat of fire from within and adjacent to the riparian corridor, and limited access and wildland fire response, and an overall low ignition history the overall wildland fire risk rating of the sub-WUI is moderate.

The Kearny sub-WUI includes the incorporated community of Kearny and areas along the Gila River riparian corridor south of the confluence of the Gila and San Pedro Rivers and north of the municipality along SR 177 to south of the town of Superior. The community of Kearny, listed as moderate risk in the *Arizona-Identified Communities at Risk* (ADFFM 2009), is located within the Kearny sub-WUI. Kearny is a rural community located along SR 177 and adjacent to the Gila River riparian corridor. SR 177 is the only major transportation route for this community; it connects to SR 77 to the southeast and US 60 to the northwest. According to 2016 ACS data, the population of the town of Kearny is 2,306 (a 2.5 percent increase from the 2000 Census data) with 897 housing units (3.0 percent increase). Land ownership within the sub-WUI is primarily private with BLM land in the northeast and southwest areas of the main developed areas of the community. ASLD owns land parcels along the Gila River riparian corridor and areas along SR 77 and SR 177. The areas at highest risk for wildland fires within the WUI occur along both sides of the Gila River riparian corridor in areas on ascending slope in conjunction with woodland vegetation associations. The Gila River riparian corridor, with associated side channels and drainages within and to the west of the Kearny sub-WUI, are also considered areas of elevated threat from wildland fire. Vegetation associations at highest risk for wildfire consist primarily of riparian, woodland, and mixed desert scrub. Analysis of fire-start data from 2007 to 2016 indicates that the highest incidences of ignition are within the riparian corridor (Figures 2.2 through 2.5 above).

Mammoth Sub-WUI

The Pinal County CWPP analyses determined that approximately 87 percent of the Mammoth sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to an elevated threat of fire from within and adjacent to the riparian corridor, and limited access and wildland fire response, the overall wildland fire risk rating of the sub-WUI is moderate. Localized areas of high in the vicinity of Mammoth can be attributed to housing density and high ISO rating.

The Mammoth sub-WUI includes the community of Mammoth and areas outside the Mammoth Fire District boundary along the San Pedro River riparian corridor, north of the Veterans Memorial Blvd intersection with SR 77, and north along SR 77 to just south of the confluence of the San Pedro River and Aravaipa Creek. Mammoth is a rural community located along SR 77 and adjacent to the San Pedro River riparian corridor. SR 77 is the only major transportation route for this community. According to 2016 ACS data, the population of the community of Mammoth is 1,553 (an 11.9 percent decrease from the 2000 Census data), with 646 housing units (a 4.9 percent decrease). Land ownership is primarily private and State Trust land, with small portions of BLM land near SR 77. The areas at highest risk for wildland fires within the WUI occur primarily along the San Pedro River riparian corridor and in upland areas with ascending slope to the east of the riparian corridor. The San Pedro River riparian

corridor, with associated side channels and drainages within the community of Mammoth, are considered areas of elevated threat from wildland fire. Vegetation associations at highest risk for wildfire consist primarily of riparian, woodland, and mixed desert scrub. Analysis of fire-start data from 2007 to 2016 indicate little to no ignitions within the Mammoth Sub-WUI (Figures 2.2 through 2.5 above).

Oracle Sub-WUI

The Pinal County CWPP analyses determined that approximately 57 percent of the Oracle sub-WUI (Figure 2.6 above) is at moderate risk and that 43 percent is at low risk for wildland fire. Due to areas of low to high wildfire threat, low ignition history, and low-high wildfire effects, the overall wildland fire risk rating of the Oracle Community WUI is moderate.

The Oracle sub-WUI includes the unincorporated community of Oracle and areas outside the Oracle Fire District south to the CNF, east along SR 77 to the Mammoth/San Manuel sub-WUI boundary, and west to the Golder Ranch Sub-WUI. Oracle is a rural community located along SR 77 at an elevation of approximately 4,500 feet. The community of Oracle, listed as high risk in the *Arizona-Identified Communities at Risk* (ADFFM 2009), is located within the Oracle Sub-WUI. SR 77 is the only major transportation route for this community. According to 2016 ACS data, the population of the town of Oracle is 3,735 (a 4.8 percent increase from the 2000 Census data), with 1,907 housing units (a 21.4 percent increase). The Oracle Fire District covers 31 square miles and includes 106 fire hydrants that produce 400 to 1,250 gallons of water per minute. The Oracle Fire District provides structural and wildland fire response to over 1,500 structures. The fire district is staffed year-round on a daily basis by full-time, part-time, and volunteer firefighters and maintains mutual-aid agreements with neighboring fire departments and districts. The Oracle Fire District has an ISO rating of 7. The Oracle sub-WUI also includes Oracle State Park, a 4,000-acre environmental education facility and park in the foothills of the Catalina Mountains. Public use of the state park in proximity to the community does increase risk of wildfire ignitions notification and evacuation of park visitors should be evaluated in the event of a wildfire within or surrounding the park. Since becoming a Firewise Site in 2005 and the development of the 2008 Oracle CWPP, the community has been active in public outreach, including participation in major community events, a newly established Firewise Web site, spring and fall newsletters mailed to all households, wildfire prevention workshops, on-site property evaluations, operation of a community brush-disposal site, and cooperation in vegetative fuel reduction projects with the Arizona Department of Corrections Wildland Crews and CNF personnel.

The areas at highest risk for wildland fires within the Oracle sub-WUI occur primarily along the upland slopes of the Catalina Mountains in the southern portion of the WUI. Vegetation associations within the community include woodland and chaparral types that have a high potential to support and transport wildland fire. The southern and eastern portions of the sub-WUI with ascending slopes are at greatest wildfire risk. Additionally, these areas of high wildland fire threat, including the xeroriparian areas of Cottonwood Wash and Big Wash, which bisect SR 77; wildfires within this area of the sub-WUI could create concerns for wildfire response resources and community evacuation along SR 77. Analysis of

fire-start data from 2007 to 2016 indicates that the highest incidences of ignition occur within or adjacent to the sub-WUI either within or adjacent to the CNF (Figures 2.2 through 2.5 above).

Queen Valley Sub-WUI

The Pinal County CWPP analyses determined that approximately 92 percent of the Queen Valley sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to an overall high wildfire threat, low to moderate ignition history, and overall low wildfire effects, with focused areas of high effects, the overall wildland fire risk rating of the WUI is moderate. Localized areas of high in the vicinity of Queen Valley can be attributed to high ignition history and high ISO rating.

Queen Valley sub-WUI is located in Township 1 South, Range 10 East, Sections 34 and 35 of Pinal County and has areas at high risk from brush fires around homes with a high density of brush growth on adjacent hillsides. According to 2016 ACS data, the population of Queen Valley is 712 (a 13.2 percent decrease from the 2000 Census data), with 639 housing units (a 7.4 percent increase). Land ownership is primarily State Trust and private, with smaller portions of BLM land to the east and west. The Queen Valley Fire District has an ISO rating of 8. The Queen Valley Fire District has designated five high-risk wildland fire areas within the community:

- Area 1 is about 0.25 mile long and is bounded by Queen Anne Drive to the east, East Victoria View to the south, Queen Valley Drive to the north, and North Charlotte Street to the west. This area has a westerly aspect and a 34 percent slope. The bottom of the slope is a xeroriparian area with heavy vegetative fuel loads and several undeveloped residential parcels with moderate to heavy fuels. Residences are located at the top of the slope, and vegetation overhangs some of the residential structures.
- Area 2 is bounded by West Morris Drive to the north, West Sahuaro Drive to the south, South Pomeroy Road to the west, and Arizona State Trust lands to the east. Some lands in this area have a slope of over 60 percent with a northwest aspect. This slope has a moderate to heavy vegetative fuel growth and limited access, making hand-crew maintenance and wildfire suppression difficult; fire suppression would involve using large hand lines and smooth bore nozzles. Hydrants in the area have a capacity of 500 gallons per minute or less. Homes in this area have porches instead of yards. The initial attack plan consists of setting up a sprinkler system on the high-risk back porches to reduce stricter risk. All of the homes on West Sahuaro Drive are manufactured homes, most of them built in 1980.
- Area 3 is a large area of federal land in the southeast quarter of Section 34 that is bounded by East Silver King Road to the north, West Kirk Drive to the south, North Sharon Drive to the east, and El Camino Viejo to the far west. Residences are located within the south, east, and northern portions of the area. Queen Creek Wash bisects the area and is mostly composed of heavy xeroriparian vegetative fuels. The initial attack consists of having the local water company open and clear the two-track road running from Sharon Drive north to Silver King Road and then starting back burning at the east end of this area.

- Area 4 is bound by North Victoria View to the north and North Charlotte Street to the west, including North Elizabeth Street. This alignment is located within a xeroriparian area with residences immediately adjacent. The area also includes a gradual 65-foot elevation change on an east- and west-facing slope. Moderate to heavy fuels with a light base fuel in this area could act like a chute under certain winds, pushing the fire south through several structures and then toward Arizona State Trust land.
- Area 5 is composed of North Cleopatra Street to the east, North Rita Avenue to the west, Queen Creek Drive to the north, and state trust lands to the south. The area includes a 64-foot gradual elevation change on a west-facing slope, from Rita Avenue to Cleopatra Street. Winds from the southeast would push the fire through homes on North Cleopatra Street and toward state trust lands.

The Queen Valley sub-WUI consist of a steadily rising elevation and areas of increasing slope from the lower elevations of Queen Valley to the foothills of the Superstition Mountains within the northern portion of the sub-WUI. Vegetation associations within this sub-WUI range from desert scrub types on the desert floor to mixed desert shrub and woodlands in the foothills of the Superstition Mountains. Analysis of fire start data from 2007 to 2016 indicated a hotspot of ignitions just to the east of Queen Valley along the Queen Creek corridor (Figures 2.2 through 2.5 above).

San Manuel Sub-WUI

The Pinal County CWPP analyses determined that approximately 90 percent of the San Manuel sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to a low-moderate wildfire threat, low ignition history, and overall low wildfire effects, the overall wildland fire risk rating of the San Manuel sub-WUI is moderate.

The San Manuel sub-WUI includes the unincorporated community of San Manuel and areas outside the San Manuel Fire District north to SR 77, east of the San Pedro River corridor, south to the Pinal County boundary, and west to the Oracle Sub-WUI. San Manuel is a rural community located adjacent to the San Pedro River riparian corridor on Veterans Memorial Blvd south of the community of Mammoth. Veterans Memorial Blvd is the only major transportation route for this community; it connects to SR 77 northwest of San Manuel. According to 2016 ACS data, the population of the town of San Manuel is 3,725 (a 14.9 percent decrease from the 2000 Census data) with 1,635 housing units (a 10.8 percent decrease). Land ownership is almost entirely private with State Trust land beyond. The areas at highest risk for wildland fires within the WUI occur primarily along the San Pedro River riparian corridor and in upland areas with ascending slope to the east of the riparian corridor. Additionally, areas of high risk are located within the southwestern portion of the sub-WUI, within woodland vegetation associations occurring adjacent to the CNF, and within the area extending northeast of the CNF to SR 77. Fires in this area of the sub-WUI could create concerns for wildfire response resources and community evacuation along Veterans Memorial Blvd north to SR 77. In extreme wildfire conditions community evacuations may be directed south along Veterans Memorial Blvd toward the community of Cascabel and eventually to I-10 at Benson. The San Pedro River riparian corridor, with associated side channels

and drainages within the San Manuel sub-WUI, are considered areas of elevated risk from wildland fire. Vegetation associations at highest risk for wildfire consist primarily of riparian, woodland, and mixed desert scrub. Analysis of fire-start data from 2007 to 2016 indicate little to no ignitions within the San Manuel Sub-WUI (Figures 2.2 through 2.5 above).

Superior Sub-WUI

The Pinal County CWPP analyses determined that approximately 76 percent of the Superior sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. There is an elevated risk from a density of developed areas in proximity to high threat wildland fuels and elevated areas of risk in the Queen Creek riparian corridor. Due to a generally moderate to high wildfire threat, generally low ignition history, and overall low fire effects, the overall wildland fire risk rating of the Superior sub-WUI is moderate.

The town of Superior is located on SR 60 at the junction of SR 177 and was established initially as a silver and copper mining community. The Oak Flats campground and Boyce Thompson Southwestern Arboretum are significant attractions near the community. Superior has identified three historic districts. According to 2016 ACS data, the population of Superior is 2,895 (an 11.0 percent decrease from the 2000 Census data), with 1,459 housing units (a 0.7 percent decrease). Land ownership is primarily private, surrounded by TNF. The Superior Fire Department has an ISO rating of 3. Vegetative associations within this sub-WUI range from desert scrub types on the desert floor to mixed desert shrub associations in the mountain foothills. During extraordinary rainfall years, changes in vegetation could result in higher wildland fire risk. Analysis of fire-start data from 2007 to 2016 indicates that the highest incidences of ignition occur within or adjacent to the sub-WUI either within or adjacent to TNF lands along the northern portion of the sub-WUI (Figures 2.2 through 2.5 above).

Top of the World Sub-WUI

The Pinal County CWPP analyses determined that approximately 93 percent of the Top of the World sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to a moderate to high wildfire threat, low ignition history, and overall low wildfire effects, the overall wildland fire risk rating of the Top of the World sub-WUI is moderate. Localized areas of high in the vicinity of Top of the World can be attributed to housing density and high ISO rating.

The Top of the World sub-WUI includes the unincorporated community of Top of the World and the Oak Flats area. Top of the World is a rural community located in northeast Pinal County along US 60. The community of Top of the World, listed as moderate risk within the *Arizona-Identified Communities at Risk* (ADFFM 2009). US 60 is the only major transportation route for this community. According to 2016 ACS data, the population of the community of Top of the World is 236 (a 28.5 percent decrease from the 2000 Census data), with 131 housing units (a 28.8 percent decrease). Land ownership is primarily private and TNF. Top of the world is not within a fire district and therefore has an ISO rating of 10. The Top of the World sub-WUI is composed, almost exclusively, of areas at high wildland fire risk. Highest risk for wildland fires within the Top of the World sub-WUI is a result of the combination of volatile vegetative associations occurring in conjunction with southerly exposures of increasing steep

slopes. During extraordinary rainfall years, changes in vegetation could result in higher wildland fire risk. Analysis of fire-start data from 2007 to 2016 indicates that the highest incidences of ignition occur within or adjacent to the sub-WUI either within or adjacent to the TNF lands along the northern and eastern portions of the sub-WUI (Figures 2.2 through 2.5 above).

2. Western WUI Communities

Ak-Chin Indian Community Sub-WUI

The Pinal County CWPP analyses determined that approximately 76 percent of the Ak-Chin sub-WUI (Figure 2.6 above) is at low risk for wildland fire. Due to areas of generally low wildfire threat, low ignition history, and overall low wildfire effects, the overall wildland fire risk rating of the Ak-Chin sub-WUI is low.

The Ak-Chin Indian Community sub-WUI is restricted to tribal trust lands within the Pinal County CWPP analysis area. The Ak-Chin Indian Community comprises 21,452 acres approximately 30 miles south Phoenix. It is situated in the Santa Cruz Valley, a nearly flat landscape of deep sandy soils composed primarily of lower-elevation desert scrub-shrub vegetative communities. The community of Maricopa Colony, listed as low risk within the *Arizona-Identified Communities at Risk* in 2007, but not listed in 2009 (ADFFM 2007, 2009) is located within the Ak-Chin sub-WUI. Land use within the Ak-Chin sub-WUI is primarily agricultural. Additionally, the Ak-Chin Indian Community owns a 109-acre industrial park, located at the southeast corner of the reservation, adjacent to the Maricopa-Casa Grande Highway and the Southern Pacific Railroad. Major transportation corridors for the community include SR 238, which intersects the community at the northeast corner, and SR 347, which bisects the community connecting I-8 and I-10. According to the 2016 ACS data, the population of the Ak-Chin Indian Community is 1,351 (an 82.1 percent increase from the 2000 Census data), with 403 total housing units (a 72.2 percent increase). Structural and wildland fire protection is provided by the Ak-Chin Fire Department. The Ak-Chin Fire Department has identified areas of elevated concern due to wildland vegetative fuels in proximity to residential and community structures.

The vegetation of the sub-WUI is composed primarily of desert scrub-shrub vegetative communities. Creosotebush flats dominate the landscape and are not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels. However, during extreme rainfall years the deep loamy soils can produce abundant light flues from invasive annual and perennial grasses. In extreme rainfall years significant ground fuels are produced within the identified areas of concern, creating isolated areas of high threat. Analysis of fire start data from 2007 to 2016 indicates greater numbers of ignitions in the northwest portion of the Ak-Chin sub-WUI (Figures 2.2 through 2.5 above).

Avra Valley Sub-WUI

The Pinal County CWPP analyses determined that approximately 57 percent of the Avra Valley sub-WUI (Figure 2.6 above) is at moderate risk and that 42 percent is at low risk for wildland fire. Due to areas of low to high wildfire threat, low ignition history, and overall low wildfire effects, the overall wildland fire risk rating of the Avra Valley Community sub-WUI is moderate.

This sub-WUI includes the communities and isolated private lands along the I-10 corridor. These include the communities of Red Rock and Picacho and the Picacho Peak State Park, all of which are located within the lower Santa Cruz River Valley. According to 2016 ACS data, the population of Avra Valley is 5,606 (an 11.3 percent increase from the 2000 Census data), with 2,484 housing units (a 31.1 percent increase). Land ownership is primarily State Trust, private, and State Park land. The Avra Valley Fire District was formed in 1977 to ensure the safety to these communities. Fire stations within the fire district are staffed 24 hours with professional firefighters trained in both structural and wildfire response. The fire district encompasses over 265 square miles across Pinal and Pima Counties and serves nearly 10,000 residents within the combined counties. The Avra Valley Fire District has an ISO rating of 3. Areas of high risk from wildland fire occur on the southern and western portion of this sub-WUI in proximity to the foothills of the Sacaton Mountains, as well as the foothills area of Picacho Peak within and adjacent to the Picacho Peak State Park. During extreme rainfall years, increased production of fine fuels from invasive annual forbs (pigweed) and grasses (Mediterranean grass) as well as the continually increasing invasion of perennial grasses, such as buffelgrass, creates areas of high risk during spring/summer drought months in areas of increasing slope and southerly exposures. Analysis of fire starts from 2007 to 2016 indicate the greatest number of ignitions along the I-10 corridor (Figures 2.2 through 2.5 above).

Casa Grande Sub-WUI

The Pinal County CWPP analyses determined that approximately 62 percent of the Casa Grande sub-WUI (Figure 2.6 above) is at low risk and that 31 percent is at moderate risk for wildland fire. Due to areas of generally low wildfire threat, generally low ignition history and varying wildfire effects, the overall wildland fire risk rating of the Casa Grande sub-WUI is low.

The Casa Grande sub-WUI includes the incorporated city of Casa Grande and areas outside the fire department south to the I-10/I-8 interchange, north along the I-10 corridor to the crest of the Sacaton Mountains, and just west of the Greene and Santa Rosa Washes. The Union Pacific Railroad traverses the WUI north to south. There are several large xeroriparian areas, including Santa Rosa Wash, Greene Wash, and the Casa Grande Canal downstream of the Picacho Reservoir, within this sub-WUI that are considered areas of elevated wildland fire concern. This is a rural-to-urban community located along I-10 between Tucson and Phoenix. I-10 and SR 84 are major transportation routes for this city. Additionally, several state routes and local roads feed into and out of the city. According to 2016 ACS data, the population of Casa Grande is 51,571 (a 104.4 percent increase from the 2000 Census data), with 21,811 housing units (a 99.4 percent increase). The Casa Grande Fire Department has an ISO rating of 4. The majority of the Casa Grande sub-WUI is classified as low wildland fire risk. Analysis of fire starts from 2007 to 2016 indicates several ignitions, primarily along roadways and in populated areas. The relatively flat landscape composed of desert scrub-shrub vegetative communities that dominate the landscape is not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels. However, during extreme rainfall years, abundant annual and invasive grasses can create areas of high risk within the foothills of the Sacaton and Casa Grande Mountains as well as within the major xeroriparian areas within the sub-WUI (Figures 2.2 through 2.5 above).

Coolidge Sub-WUI

The Pinal County CWPP analyses determined approximately 60 percent of the Coolidge sub-WUI is at low risk for wildland fire. Due to generally low wildfire threat, low ignition history, and localized wildfire effects, the overall wildland fire risk rating of the Coolidge sub-WUI is low.

The Coolidge sub-WUI (Figure 2.6 above) includes the incorporated city of Coolidge and developed and agricultural lands surrounding the city. This is a rural city located along SR 87 and SR 287 east of Casa Grande. SR 87 and SR 287 are the major transportation routes for the city; SR 87 connects to I-10 to the south at Eloy and connects to SR 587 (Arizona Avenue) northwest of Coolidge. Additionally, numerous local roads feed into and out of the city. The Union Pacific Railroad traverses the WUI north to south. The Coolidge Fire Department provides fire protection to 10,800-plus residents and covers an area of 65-plus square miles within this sub-WUI. The fire department currently responds from two stations and is staffed by a combination of fully and partially paid and firefighters. According to 2016 ACS data, the population of Coolidge is 12,073 (a 55.1 percent increase from the 2000 Census data), with 4,472 housing units (a 40.7 percent increase). The majority of open lands within the sub-WUI are privately-owned agricultural lands. Coolidge has been the center of Arizona's cotton industry, and agriculture remains a significant economic component of the city. The majority of the sub-WUI is classified as low risk of wildland fire. The relatively flat landscape composed of desert scrub-shrub vegetative communities that dominate the landscape is not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels. However, during extreme rainfall years, abundant annual and invasive grasses can create areas of high risk within the southern foothills of the Sacaton Mountains in the northeastern portion of the WUI (Figures 2.2 through 2.5 above).

Eloy Sub-WUI

The Pinal County CWPP analyses determined that approximately 52 percent of the Eloy sub-WUI (Figure 2.6 above) is at moderate risk and that 45 percent is at low risk for wildland fire. Due to areas of generally low wildfire threat, low ignition history that is localized to major roadways and localized wildfire effects, the overall wildland fire risk rating of the Eloy sub-WUI is moderate.

The Eloy WUI includes the incorporated city of Eloy and adjacent lands outside the fire district, including the communities of Arizona City and Toltec. Structural and wildland fire protection for these communities is from the Eloy and Arizona City Fire Districts. This sub-WUI is primarily composed of rural communities located along I-10 and SR 87 south of Casa Grande and encompasses a low to moderate population density. I-10 is the major transportation route for the communities; SR 87 provides access to the communities and connectivity to communities to the north. Additionally, numerous local roads feed into and out of the communities. The Union Pacific Railroad parallels SR 87 through the sub-WUI. According to 2016 ACS data, the population of Eloy is 17,128 (a 65.1 percent increase from the 2000 Census data), with 3,651 housing units (a 33.4 percent increase). Arizona City is a planned community at the midpoint of the Phoenix-Tucson I-10 corridor. The area supports industrial, commercial, and residential developments. The community was established in 1960 and has not been incorporated. The community also includes a 48-acre lake available for recreational boating and fishing.

The estimated population of the Arizona City area from the 2016 ACS data is 10,489, with 5,187 housing units. The Eloy sub-WUI is located within the Santa Cruz Flat, which is composed of desert scrub-shrub vegetative communities that dominate the landscape and that are not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels. Analysis of fire start data from 2007 to 2016 indicates relatively high numbers of ignitions along the I-10 and SR 87 roadway corridors, but few outside of those areas. The Eloy sub-WUI includes the area surrounding the, primarily private, developed and agricultural lands that include the community of La Palma, which is located between the municipalities of Coolidge and Eloy. This sub-WUI also includes Picacho Reservoir and associated adjacent lands. Areas of highest wildfire risk are located on the eastern and southeastern portion of the area within the foothills of the Picacho Mountains, Picacho Peak State Park, and in the riparian habitats within the Picacho Reservoir and its associated canals and drainages (Figures 2.2 through 2.5 above).

Florence Sub-WUI

The Pinal County CWPP analyses determined that approximately 65 percent of the Florence sub-WUI (Figure 2.6 above) is at moderate risk and that 32 percent is at low risk for wildland fire. Due to areas of generally low wildfire threat, low ignition history and localized wildfire effects, the overall wildland fire risk rating of the Florence sub-WUI is moderate.

The Florence sub-WUI includes the municipality of Florence and surrounding primarily private, agricultural, and developed lands. The sub-WUI includes portions of the Gila River and Florence–Casa Grande Canal riparian corridors. Florence is the capital seat of Pinal County, located on SR 79 and SR 287 west of I-10 approximately 61 miles southeast of Phoenix and 70 miles northwest of Tucson. The Florence sub-WUI includes one of Arizona’s state prison complexes as well as Florence Military Reservation an Arizona Army National Guard Training Site. According to 2016 ACS data, the population of Florence is 26,221 (a 53.8 percent increase from the 2000 Census data), with 7,639 housing units (a 137.5 percent increase). Land ownership is primarily private and State Trust land, with smaller portions of BLM land scattered throughout. The Florence sub-WUI is located within the relatively flat lowlands of the Gila River Valley. The vegetation of the sub-WUI ranges from desert scrub-shrub communities (primarily creosotebush flats), which dominate the landscape and are not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels, to upland Sonoran desert shrub communities, which during extreme rainfall years can produce abundant light fuels from invasive annual and perennial grasses. In extreme rainfall years significant ground fuels are produced within the bajadas of the western slopes of the Tortilla Mountains and the ascending slopes north of the community to the Mineral Mountain and White Canyon Wilderness area, which create areas of high risk for wildland fire within southerly exposed steep slopes. Analysis of fire start data from 2007 to 2016 indicates the Florence sub-WUI does not have a history of a high number of wildland fire ignitions (Figures 2.2 through 2.5 above).

Gila River Indian Community Sub-WUI

The Pinal County CWPP analyses determined that approximately 82 percent of the Gila River Indian Community Sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to areas of generally

high wildfire threat, moderate to high ignition history, and generally low wildfire effects, the overall wildland fire risk rating of the Gila River Indian Community Sub-WUI is low.

The Gila River Indian Community consists of 372,686 acres approximately 25 miles south of Phoenix and 70 miles north of Tucson. The tribal administrative offices and departments are located in Sacaton, Arizona, and serve residents within seven community districts. The communities of Santa Cruz and St. John, both listed as moderate risk within the Arizona-*Identified Communities at Risk* (ADFFM 2009), are located adjacent to the Gila River within the Gila River sub-WUI. The principal land use within the sub-WUI is agricultural, with steadily increasing industrial, retail, and recreational development. The community owns and operates three industrial parks—the Lone Butte Park is considered one of the most successful tribal industrial parks. Structural and wildland fire protection is provided to the communities by the Gila River Fire Department. According to 2016 ACS data, the population of the Gila River Indian Community is 13,031 (a 15.8 percent increase from the 2000 census data), with 4,213 housing units (no housing data available from the 2000 Census data). The vegetation of the sub-WUI consists primarily of desert scrub-shrub vegetation associations. Creosotebush flats dominate the upland landscape and are not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels. However, during extreme rainfall years the deep loamy soils can produce abundant light fuels from invasive annual and perennial grasses. The highest wildland fire risk within the sub-WUI is related to the Gila River riparian corridor that has been heavily invaded by saltcedar. Wildland fires within dominant stands of saltcedar can burn at high intensities and have relatively high rates of spread. During normal burning conditions, fire brands will commonly move in excess of 700 feet in front of the headfire. Analysis of fire start data from 2007 to 2016 indicates the Gila River sub-WUI has the greatest number and highest density of fire starts compared to the other sub-WUIs. Many of these ignitions have occurred within agricultural lands and are consistent with normal agricultural practices. However, ignitions, whether natural or human caused, within proximity to the riparian corridor have the potential to create unwanted wildfire. Wildfires that occur within riparian corridors can have significant watershed and community water supply impacts due to ash, increased heavy metals, and soil erosion following extreme wildfire behavior that removes vegetative cover (Figures 2.2 through 2.5 above).

Maricopa Sub-WUI

The Pinal County CWPP analyses determined that approximately 51 percent of the Maricopa sub-WUI (Figure 2.6 above) is at high risk and that 39 percent is at moderate risk for wildland fire. Due to areas of low-high wildfire threat, generally low ignition history, and dispersed wildfire effects, the overall wildland fire risk rating of the Maricopa sub-WUI is moderate. Localized areas of high in the western portion of the Maricopa WUI can be attributed to housing density and high ISO rating.

The Maricopa WUI includes the municipality of Maricopa and the community of Stanfield, as well as developed and agricultural lands surrounding the communities. The Ak-Chin Indian Community sub-WUI is located between the communities of Maricopa and Stanfield. Land ownership is primarily private. The communities are located south of I-10 and north I-8, in western Pinal County. Maricopa serves as a bedroom community for the Greater Phoenix Valley communities. Although the

communities have primarily been agricultural, they are expanding to include housing and light industry; for example, Volkswagen and Nissan have automobile proving grounds in the communities. SR 84, SR 347, and SR 238 are the primary routes for the communities, with I-10 and I-8 as the major transportation routes north and south of the communities. The Union Pacific Railroad parallels SR 238 through the sub-WUI. According to 2016 ACS data, the population of Maricopa is 45,473, with 16,983 housing units. The 2016 ACS data estimates the population of the Stanfield area at 332, with 162 housing units. Structural and wildland fire protection is provided to the communities by the Maricopa Fire Department and the Stanfield Fire District. The Maricopa sub-WUI is located within the relatively flat low valleys of the Santa Cruz River Valley and the Santa Rosa and Greene wash drainages. This low desert valley area is composed of desert scrub-shrub vegetative communities, which dominate the landscape and are not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels. However, in extreme rainfall years significant ground fuels are produced within the foothills of the Sacaton Mountains on the eastern portion of the WUI and also within the foothills of the Table Top Mountains along the south and southwest corner of the Pinal County WUI boundary; these conditions create areas of high risk within southerly exposed steep slopes. Analysis of fire start data from 2007 to 2016 indicates Maricopa and the area to the northeast of Maricopa have one of the highest ignition densities in the WUI (Figures 2.2 through 2.5 above).

Queen Creek Sub-WUI

The Pinal County CWPP analyses determined that 83 percent of the Queen Creek sub-WUI (Figure 2.6 above) is at low risk for wildland fire. Due to areas of low to high wildfire threat, low ignition history, and a variety of wildfire effects, the overall wildland fire risk rating of the Queen Creek sub-WUI is low.

The Queen Creek sub-WUI includes the San Tan Mountain Regional Park and the portion of the incorporated town of Queen Creek that lies within Pinal County; much of Queen Creek is within Maricopa County, and this portion was not included in the analysis. Queen Creek is easily accessible from many directions and has easy access to US 60 to the north and I-10 to the west. The WUI includes a portion of the Union Pacific Railroad. According to 2000 census data, the population of Queen Creek was 4,316 residents. According to 2016 ACS data, the population of Queen Creek is 30,849 (a 714 percent increase from the 2000 Census data), with 10,545 housing units (a 331.7 percent increase). Land ownership is primarily private and State Trust land. Analysis of fire start data from 2007 to 2016 indicates very few ignitions within the Queen Creek sub-WUI. The majority of the relatively flat landscape composed of desert scrub-shrub vegetative communities that dominate the eastern half of the sub-WUI is not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels and does not have a history of high wildland fire ignitions (Figures 2.2 through 2.5 above).

Tohono O'odham Nation Sub-WUI

The Pinal County CWPP analyses determined that approximately 93 percent of the Tohono O'odham Nation sub-WUI (Figure 2.6 above) is at moderate risk for wildland fire. Due to areas of generally low

wildfire threat, localized ignition history and low wildfire effects, the overall wildland fire risk rating of the Tohono O’odham Nation sub-WUI is moderate.

The Tohono O’odham Nation is located in the southern portion of the Pinal County CWPP analysis area and includes the tribal community of Chuichu. Chuichu is primarily an agricultural community located adjacent to Greene Wash. According to 2016 ACS data, the population of Chuichu is 417 (a 23.0 percent increase from the 2000 Census data), with 117 housing units (a 33.0 percent increase). The sub-WUI has a low population density. Structural and wildland fire protection for the community is provided by the Tohono O’odham Fire Department. The Greene Wash riparian corridor is a major drainage originating in Aguirrie Valley and flowing through the Santa Cruz Valley along the eastern foothills of the Sawtooth Mountains to its confluence with the Gila River to the north. The riparian corridor does, under normal rainfall years, produce significant amounts of fine and moderate fuel within areas heavily vegetated with perennial grasses, such as cane canary grass, and areas of heavy fuels from deciduous desert riparian vegetation. The upland vegetation associations of the sub-WUI include desert scrub composed of creosotebush associations and shrub associations consisting of Sonoran-Paloverde mixed cacti associations. Creosotebush flats, which dominate the nearly level lower-elevation valley floor, are not conducive to intensive wildland fire due to noncontiguous aerial or ground fuels. Upland shrub associations, during extreme rainfall years, can produce abundant light fuels from invasive annual and perennial grasses. The highest wildland fire risk within the sub-WUI is related to the Greene Wash xeroriparian corridor that has been invaded by annual and perennial grasses and saltcedar. Analysis of fire start data from 2007 to 2016 indicates the Tohono O’odham Sub-WUI has a history of little to no wildland fire ignitions (Figures 2.2 through 2.5 above).

H. Wildfire Risk Analysis

The wildfire risk analysis synthesizes the risk associated with fuel hazards, wildfire ignitions, wildfire occurrence, and community values. Overall risk is determined by wildfire-threat analyses (composed of potential wildfire behavior and wildfire ignition history) and by wildfire-effects analyses (composed of structure density and wildfire response within the WUI in consideration of fire suppression resources). These components were analyzed spatially and combined to determine the cumulative wildfire risk for the WUI. Figure 2.8 and Table 2.9 display the results of the wildfire risk analysis, identifying the areas and relative percentages of WUI areas of high, moderate, and low wildfire risk.

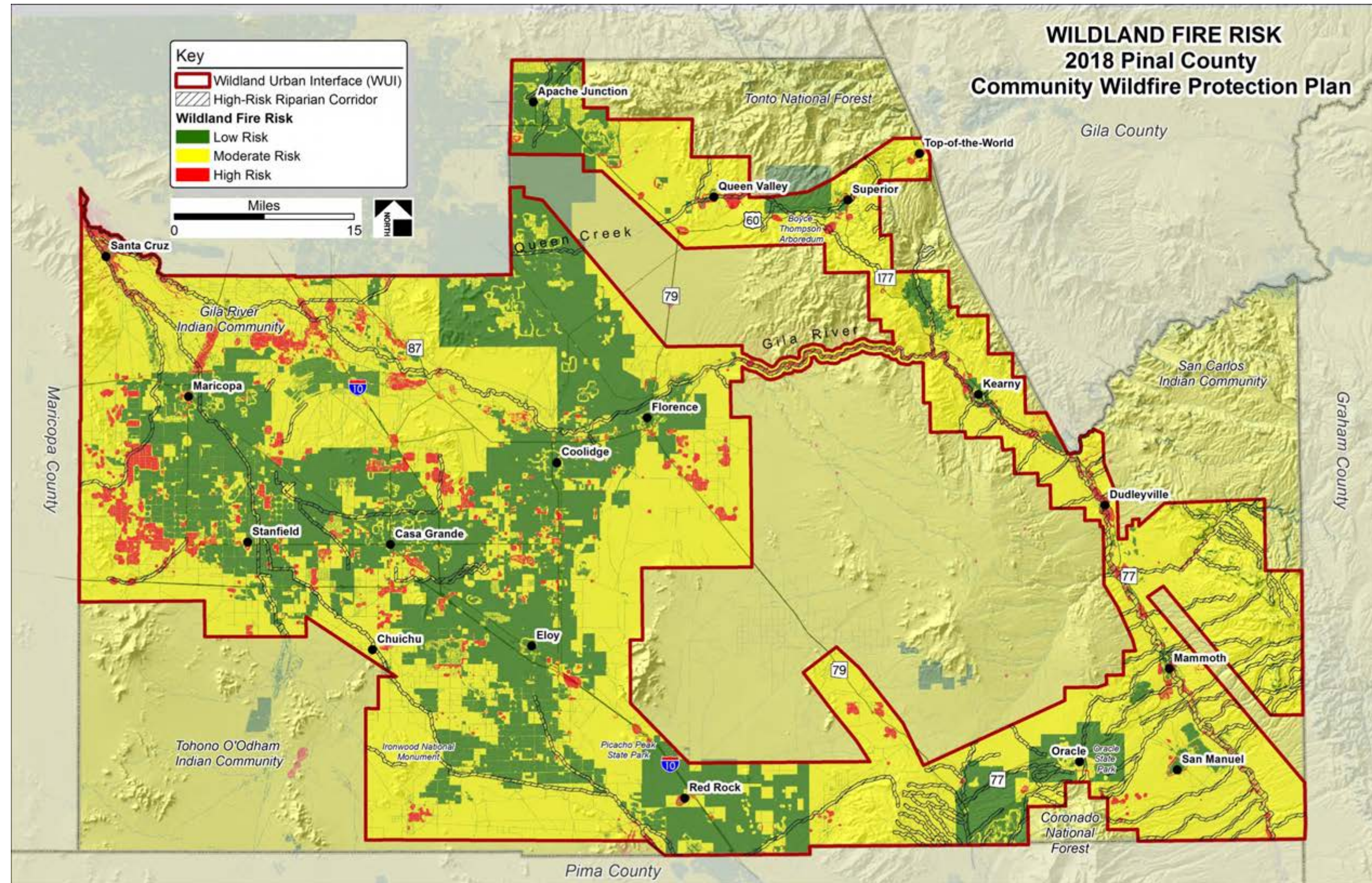


Figure 2.8. Pinal County CWPP Wildland Fire Risk Analysis

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Table 2.9. Wildfire Threat Assessment by Percentage and Acreage of the WUI

Pinal County CWPP Community sub-WUI	High risk		Moderate Risk		Low Risk		Total acres
	(%)	Acres	(%)	Acres	(%)	Acres	
Ak-Chin Indian Community	0.4	94	23.4	5,027	76.1	16,327	21,448
Apache Junction	1.6	799	43.1	21,660	55.3	27,834	50,294
Avra Valley	1.1	2,249	57.1	113,938	41.8	83,373	199,561
Casa Grande	7.1	9,581	31.0	41,867	61.9	83,553	135,001
Coolidge	3.7	3,455	36.4	33,847	59.9	55,762	93,064
Dudleyville	8.1	3,914	86.0	41,537	5.9	2,840	48,291
Eloy	2.3	3,950	52.4	91,181	45.3	78,740	173,871
Florence	3.2	4,724	65.0	95,576	31.8	46,832	147,132
Galiuro Mountains	0.3	307	93.8	84,349	5.9	5,312	89,968
Gila River Indian Community	7.3	20,235	82.1	229,092	10.6	29,610	278,937
Gila River Riparian Corridor	15.4	1,920	84.5	10,540	0.1	11	12,471
Golder Ranch	1.7	1,968	79.5	93,988	18.8	22,285	118,240
Kearny	3.1	2,060	83.4	55,694	13.6	9,056	66,810
Mammoth	5.4	2,540	86.7	40,569	7.9	3,695	46,804
Maricopa	10.4	21,098	50.9	103,163	38.7	78,591	202,851
Oracle	0.2	99	57.1	23,771	42.7	17,774	41,644
Queen Creek	<0.1	13	17.0	12,652	83.0	61,846	74,511
Queen Valley	4.7	2,371	92.3	46,290	3.0	1,511	50,172
San Manuel	3.0	2,638	90.4	80,805	6.7	5,983	89,426
Superior	3.4	1,368	76.4	31,206	20.2	8,264	40,839
Tohono O'odham Nation	2.6	291	92.5	10,248	4.9	544	11,084
Top of the World	3.8	373	90.4	8,912	5.8	573	9,859
Total	4.3	86,049	63.7	1,275,912	32.0	640,317	2,002,277

Source: Logan Simpson 2018.

Note: WUI = wildland-urban interface.

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III. COMMUNITY MITIGATION PLAN

This section of the Pinal County CWPP outlines the revised priorities for wildland fuels modifications and treatments, as well as the recommended methods of treatment and management strategies for mitigating the potential spread of catastrophic wildland fire throughout the WUI. The Pinal County municipalities and communities, BLM, CNF, and TNF have conducted wildland fuels modifications and treatments as well as forest restoration projects within and adjacent to the WUI since development of the 2009 Pinal County CWPP. The previous treatment areas were reviewed and current priority areas were chosen for future fuels modification and restoration treatments that are described in this revised Pinal County CWPP. This section also presents revised recommendations for enhanced wildland fire protection capabilities and public education, information, and outreach to further community preparation for wildland fire within and adjacent to the communities.

A. Fuel Management Priorities

Wildland fuel reduction and restoration treatments have occurred within or proximate to the WUI from 2008 through 2017. For example, the CNF has an active fuels and restoration program that includes the use of wildfire (planned and unplanned natural ignitions) and mechanical treatments. Since 2009, the CNF has treated approximately 590 acres within the Pinal County CWPP analysis area. Mechanical treatments (mastication, thinning) were conducted for the majority of those acres. Additionally, the City of Apache Junction has conducted fuel reduction treatments on approximately 40 acres of private and public lands in last nine years.

Future wildland fire mitigation projects are being proposed for at-risk federal, public, and private lands that have not had prior fuel reduction or restoration treatments. These proposed actions are recommended to prevent wildfire spread from public lands onto private land and, conversely, to reduce the risk of fires spreading from private land onto public lands by reducing wildland fuels and creating defensible space⁴ within fire-adapted communities. A primary goal of the revised Pinal County CWPP is for proposed treatments to be continuous across property boundaries, which would allow for the most effective protection from wildfires and would complement those fuel mitigation and restoration treatments conducted since development of the 2009 Pinal County CWPP.

To prioritize wildland fuel mitigation projects, wildland fire risk was calculated through analyzing fire threat, fire effects, and fire history. Wildland fire effects were analyzed through determination of proximity of structure density and local wildfire response capabilities to wildfire threat. Fire threat and fire effects were combined to produce the wildland fire risk assessment that is compiled in a single community base map depicting areas of low, moderate, and high wildland fire risk (refer to Figure 2.8 in Section II). The 2009 Pinal County CWPP identified and categorized a total of 153 treatment management units (TMUs) within the 21 sub-WUI areas, with an overall risk value determined for each TMU. The TMUs from the 2009 Pinal County CWPP were reviewed and revised in accordance with the

⁴ A “defensible space” is the area around a structure where the vegetation has been managed to reduce fire intensity as a wildfire nears and to reduce the chance of fire from reaching and burning the structure.

current risk assessment. The Core Team has identified 125 TMUs (refer to Figure 3.1 and Table 3.2) based on similar risk values and fuel reduction treatments necessary to meet fire-adapted community goals. Detail TMU maps are located in Appendix C.

B. Fuels Modifications and Treatments

After determining areas currently at greatest risk for wildland fire (refer to Section II of this CWPP), the Core Team reviewed and amended the 2009 proposed wildland fire mitigation recommendations for residential treatments, fuel breaks⁵ appropriate for the wildland fuel types, and fuel mitigation treatments for undeveloped landscapes, as necessary (refer to Table 3.1). The series of fuel reduction and restoration recommendations in Table 3.1 meet agency and community wildfire preparedness goals.

Hazardous fuels reduction recommendations on federal and private lands within or adjacent to the WUI vary between implementing single fuel breaks and applying broader land treatments. Additional fuel breaks or hazardous fuels reduction projects from those implemented since the 2009 Pinal County CWPP are recommended and conform to the types of treatment recommendations developed by the 2009 Core Team. The current recommendations for fuel mitigation and restoration treatments are complementary to previous actions and conform to current land management plans. The Core Team recognizes the responsibility of private landowners in creating and maintaining defensible wildland fire space on their lands and within fire-adapted communities to enhance protection of values within their properties and communities. The Core Team supports and encourages private landowners to become involved with wildland fire protection and the creation of defensible space in fire-adapted communities. The Core Team developed wildland fuel reduction recommendations designed to restore wildland fire to its natural role appropriate for the landscape and to provide for community preparedness. The recommended land treatments and fuel breaks will enhance public and firefighter safety, protect community values, restore native vegetation, reduce spread of non-native grasses, and provide for wildlife habitat needs. Several federally designated wilderness areas are within or adjacent to the Pinal County WUI: Superstition, Table Top, Aravaipa Canyon, and White Canyon wilderness areas. Wildland fuel mitigation treatments within wilderness areas will be conducted by BLM and TNF under appropriate wilderness regulations. Fuel breaks may be recommended along specific, identified private in-holdings adjacent to wilderness boundaries to allow federal partners to use appropriate management response.

These revised wildland vegetative fuel and fuel break recommended treatments meet the revised Pinal County CWPP goals of enhancing firefighter and public safety; reducing hazardous wildland fuels on public and private lands; improving fire prevention and suppression; restoring riparian, forest, and rangeland health; involving the community; and expediting project implementation.

⁵ In this plan, “fuel break” is a strip of land where vegetation has been modified so that fires burning into it can be more readily controlled.

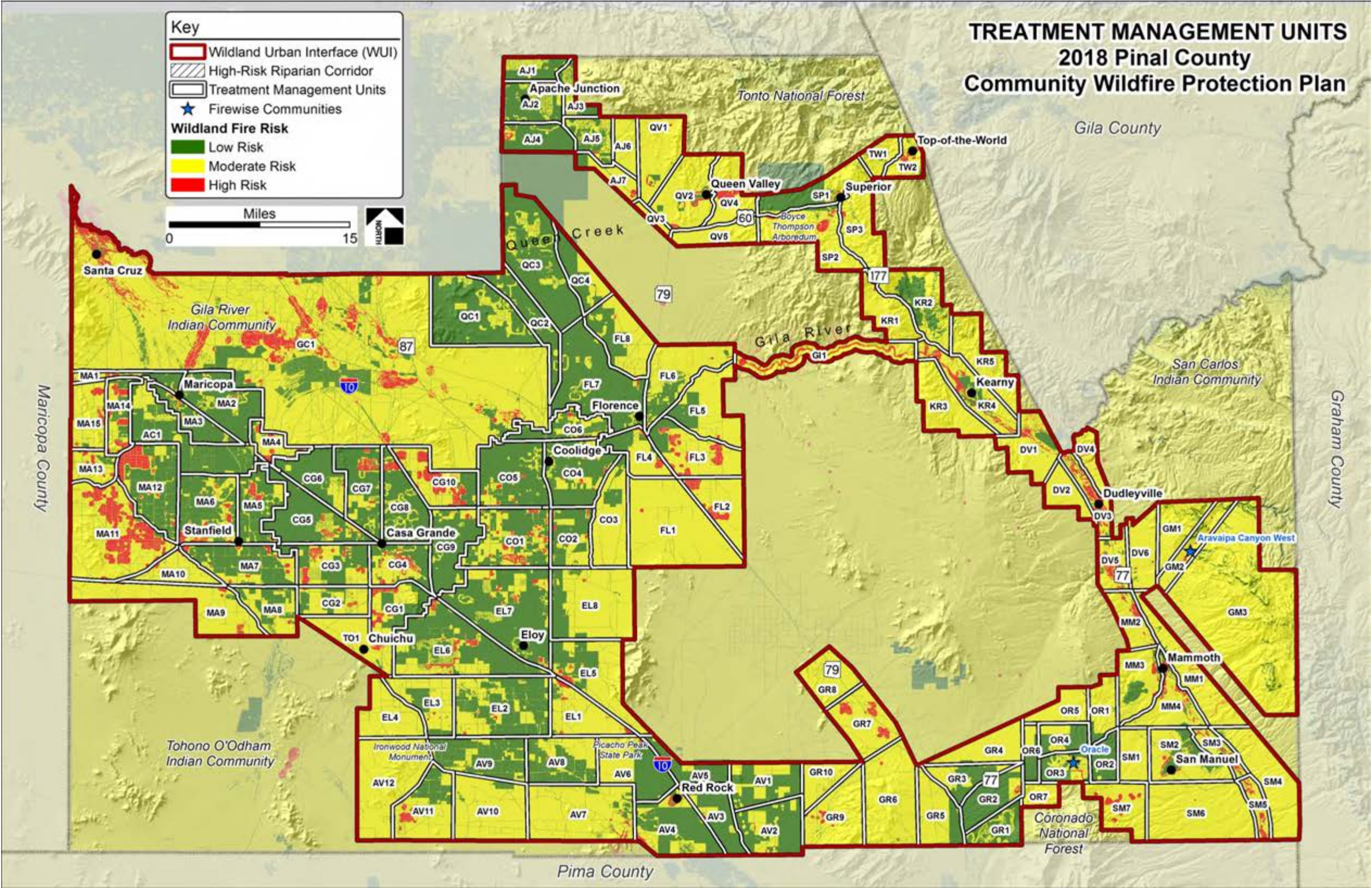


Figure 3.1. Pinal County CWPP Treatment Management Units

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Table 3.1. Fuel Modification and Treatment Plans

Treatment No.	1 Developed private parcels <2 acres				2 Undeveloped private parcels or single-structure parcels >2 acres		3 Grassland firebreaks		4 Oak/pinyon/juniper and shrublands within the WUI	
Treatment category	Zone 1 (0–10 feet from structures)	Zone 2 (10–30 feet from structures)	Zone 3 (30–100 feet from structures)	Zone 4 (100–600 feet from structures)	Slopes <20%	Streambeds, channels, and slopes ≥20%	Slopes <20%	Slopes ≥20%	Landscape treatment outside firebreaks	Firebreaks
Vegetation	<p>Remove ladder fuels by pruning the lower third of trees or shrubs up to a maximum of 10 feet to reduce flammable vegetation.</p> <p>Remove and destroy insect-infested, diseased, and dead trees and shrubs.</p> <p>Grasses and forbs may be cut with a mower to a 4-inch stubble.</p> <p>Remove dead plant material from ground; prune tree limbs overhanging roof; remove branches within 10 feet of chimney; remove flammable debris from gutters and roof surfaces.</p> <p>Any large propane tanks on a property should be free and clear of any vegetation.</p>	<p>Remove ladder fuels by pruning the lower third of trees or shrubs up to a maximum of 10 feet; remove and destroy insect-infested, diseased, and dead trees.</p> <p>Create separation between trees, tree crowns, and other plants based on fuel type, density, slope, and other topographical features.</p> <p>Reduce continuity of fuels by creating a clear space around brush or planting groups.</p> <p>Grasses and forbs may be cut with a mower to a 4-inch stubble.</p> <p>All snags and vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels, dead trees, and thinning from live trees must be removed.</p> <p>Any large propane tanks on a property should be free and clear of any vegetation.</p>	<p>Remove ladder fuels by pruning the lower third of trees or shrubs up to a maximum of 10 feet; remove and destroy insect-infested, diseased, and dead trees.</p> <p>Maximum density of trees (whichever is greater: 60 BA at 80–100 trees/acre or average density of 100 trees/acre).</p> <p>Grasses and forbs may be cut with a mower to a 4-inch stubble.</p> <p>Any large propane tanks on a property should be free and clear of any vegetation.</p>	<p>For natural areas, thin selectively and remove highly flammable vegetation.</p> <p>Carefully space trees; choose Firewise plants.</p> <p>Any large propane tanks on a property should be free and clear of any vegetation.</p>	<p>Remove ladder fuels by pruning the lower third of trees or shrubs up to a maximum of 8 feet; remove and destroy insect-infested, diseased, and dead trees.</p> <p>Maximum density of trees (whichever is greater: 60 BA at 80–100 trees/acre or average density of 100 trees/acre)</p> <p>Refer to the Fuel Modification Plan discussion in this section developed to promote riparian health, to prevent spread of fire to adjacent property, and to create defensible space with considerations for wildlife and groundwater protection.</p> <p>Single structure or structures on parcels exceeding 2 acres should include Treatment 1 inch proximity to structures and Treatment 2 for remaining acres.</p>	<p>Remove dead, diseased, and dying trees. Fell dead trees away from stream channels with defined bed and banks.</p> <p>Areas should be hand-thinned and hand-piled; inaccessible areas may be treated with periodic Rx.</p> <p>Develop fuel modification plan (this section) for treatments.</p>	<p>Grassland types may be mechanically treated, including mowing, chopping, or mastication, to reduce or remove vegetation or may be grazed to a stubble height. Ensure that removal of vegetation within a designed firebreak of >1 chain (66 feet) in width and length is sufficient to protect federal, state, or private land values.</p> <p>Fuel reduction treatments within grassland vegetation types may include multiple-entry burns to maintain stand structure and reduce fine fuels. Trees and shrubs >8 inch drc should be thinned to a variable distance of 15–35 feet between trees. Trees and shrubs <8 inches drc should be removed.</p> <p>Mechanical/chemical or grazing treatment may be used to maintain firebreaks on private lands.</p> <p>Refer to the fuel modification plan (this section) developed to prevent spread of fire to adjacent property and to create defensible space with considerations for wildlife and groundwater protection.</p>	<p>Same as for slopes <20%. Fuel treatments may require hand-thinning and hand-piling or grazing in steep slopes. Rx may be used to reduce high fire potential (refer to Treatment 5). Designated firebreaks may be increased to no more than 2 chains in steep slopes where herbaceous (fine fuels) and subshrub species fuel loads increase to pretreatment levels within 3 years.</p> <p>Refer to fuel modification plan (this section) developed to promote forest health, to prevent spread of fire to adjacent property, and to create defensible space with considerations for wildlife and groundwater protection.</p>	<p>Spacing may be variable with a 20- to 35-foot minimum to promote (1) wildlife habitat while breaking horizontal fuel loading, which allows for patches of closely spaced trees for adequate cover, and (2) other habitat components while incorporating openings to increase herbaceous forage production, to maximize edge effect, and to promote fire-resilient stands. Mechanical thinning and Rx (refer to Treatment 5) can be used to reduce vegetative fuels and move stands toward potential natural vegetation groups as described in the <i>FRCC Interagency Handbook</i> (FRCC Interagency Working Group 2005a) or grazed to like conditions. All trees >10 inches drc will be targeted as “leave trees” unless removal is necessary to achieve the desired spacing.</p>	<p>Woodland and shrub trees <8 inches drc will be thinned to a spacing of 15 feet between trees, or Rx will be applied to achieve like conditions. Shrub and tree trunks will be severed <4 inches from the ground. Mechanical treatments, such as crushing, chipping, mastication, and Rx, may be used to create open stands that produce flame lengths of ≤4 feet to minimize crown-fire potential and producing vegetative fuel conditions conducive to suppression action. Herbaceous and subshrub understory may be mechanically treated, including mowing, chopping, and masticating, or grazed to limit fine-fuel loading while protecting soil integrity from rainfall runoff.</p>
Slash	<p>Remove or reduce natural flammable material 2–4 feet above the ground around improvements. Remove vegetation that may grow into overhead electrical lines, ladder fuels, and dead trees. Thinning from live trees must be removed (chipped, etc.). Remove all leaf litter to a depth of 1 inch.</p>	<p>Control soil erosion from small waterflow channels by using rock or noncombustible velocity-reducing structures.</p> <p>Remove all leaf litter to a depth of 1 inch.</p>	<p>Same as Zones 1 and 2.</p>	<p>Slash may be burned, piled and burned, or chipped and removed. Slash from grassland treatments may be burned, removed, masticated, turned, or grazed for like treatment.</p>	<p>All slash, snags, and vegetation that may grow into overhead electrical lines; other ground fuels; ladder fuels; dead trees; and thinning from live trees must be removed, mechanically treated (chipped, etc.), or piled and burned along with existing fuels.</p>	<p>Clean dead and down debris in channels where debris may be mobilized in floods, thus creating downstream jams.</p> <p>Some slash and debris can be scattered and retained in small, ephemeral streambeds in which slash can help retain runoff and sediment and provide headcut stabilization.</p>	<p>Slash from grassland treatments may be burned, removed, masticated, or turned (disked).</p>	<p>Same as for slopes <20%; however, slash may be hand-piled and ignited with Rx as the primary slash reduction treatment.</p>	<p>Slash may be burned, piled and burned, or chipped and removed. Slash from grassland treatments may be burned, removed, masticated, or turned.</p>	<p>Slash may be burned, piled and burned, or chipped and removed. Slash from grassland treatments may be burned, removed, masticated, or turned.</p>

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Treatment No.	5 Prescribed fire	6 Escape and resource transportation corridors (federal and nonfederal lands)	7 Riparian areas (federal, nonfederal, and private lands)		8 Conditional suppression areas (federal and nonfederal lands)	9 Saltcedar removal for restoration purposes (federal and nonfederal lands)
Treatment category	Federal, state, or private lands	Federal, state, or local government where designated as escape route	Federal or state lands	Firebreaks on private lands	Federal, state, or private lands	Federal, state, or private lands
Vegetation	<p>Prescribed fire will be used as a tool to accomplish specific resource management objectives in accordance with ADFFM, CNF, TNF, and/or BLM standards and guides.</p> <p>Prescribed fire on federal land is authorized if part of an approved prescribed-fire burn plan. Specific authorities exist for each federal agency to use prescribed fire. All project decisions to use prescribed fire are subject to the agency's analysis, documentation, and disclosure requirements for complying with the National Environmental Policy Act (NEPA), National Historical Preservation Act (NHPA) and Endangered Species Act (ESA) requirements. As additional areas within the WUI are identified, prescribed fire may be used as a treatment tool provided the above mentioned requirements have been met.</p> <p>Prescribed fire can occur at low, moderate, and high intensity. Moderate and/or high-intensity fire may be used to create openings where desirable in vegetation types with dense canopies (shrubs, trees).</p>	<p>Reduce fuel loading by thinning trees <10 inches drc. Reduce trees to 15-foot spacing. Shrub and tree trunks will be cut no less than 4 inches from the ground. Stands will be variable across the landscape, such as retention of bands of higher-density vegetation with sufficient understory to maintain functionality of important wildlife movement corridors in areas of low structure density.</p> <p>Mechanical treatments may include chipping, piling and burning, or removal and Rx in the project area.</p> <p>Trees may be left in clumps with fuel ladders removed from below. Dead, diseased, and dying trees of all sizes will be emphasized for removal. Some trees >8 inches drc may be cut to reduce safety hazards or when needed to reach desired 15-foot spacing.</p> <p>Escape and resource transportation corridors may serve as firebreaks in all vegetative types.</p> <p>Firebreaks for each vegetative type, as described in this table, would be implemented at appropriate distance from the centerline of the escape and resource transportation corridors to produce fire-resilient stands and to enhance evacuation and response access.</p> <p>Emphasis will be placed on removing nonnative and flammable species.</p> <p>Grasses and forbs may be cut with a mower to 4-inch stubble.</p>	<p>Riparian treatments will be limited in scope. The majority of riparian areas that fall within the WUI boundary will be avoided unless deemed a fuel hazard.</p> <p>Clearing or cutting of any material by mechanized equipment within 10 feet of any stream on federal land may be prohibited to prevent the risk of accelerating erosion.</p> <p>Treatments may include some overstory removal of deciduous riparian trees and shrubs in areas where encroachment has increased heavy woody fuels (emphasizing removal and control of saltcedar and other invasive trees).</p> <p>Treatments will emphasize nonnative species. Snags >8 inches may be retained. All presettlement trees, including snags, will be targeted for retention.</p> <p>Restricting the removal of the vegetative overstory in the riparian areas to the period of October 15–March 31 will prevent the disturbance of any nesting by neotropical migrant bird species, including the southwestern willow flycatcher. Fuels reduction should occur October 15–March 31 in riparian areas, as long as fire danger is not extreme.</p>	<p>Private land treatment should use hand tools, chain saws, or mowers. Dead vegetation and slash should be removed. Ladder fuels, including limbs and branches, should be removed up to a maximum of 8 feet aboveground.</p> <p>All mechanized equipment must meet state and local fire-department/district standards. Perform treatments October–March annually. Treatment of annuals may be best when annuals are green.</p>	<p>This prescription includes lands with desert shrub/scrub vegetative types in which no fuel modification treatments have been identified as necessary to provide protection from wildland fire. The threat from catastrophic wildland fire is low or nonexistent. This includes areas in which fire never played a historical role in developing and maintaining ecosystems. Historically, in these areas, fire return intervals were very long. These are areas in the WUI in which fire could have negative effects unless fuel modifications take place. These include areas in which the use of fire may have ecological, social, or political constraints and areas in which mitigation and suppression are required to prevent direct threats to life or property. Wildland fire growth within these areas will be monitored for private property, ecological, and cultural threats before initiating suppression. Agency and fire-department/district policy provisions will determine suppression response.</p> <p>During years of extraordinary rainfall, land treatments such as mowing annual vegetation may be necessary to reduce the threat of wildfire as described in Section II.</p>	<p>Areas of monotypic saltcedar or in mix with mesquite or other riparian tree species may be treated mechanically or chemically or by controlled burning and reburning to reduce stem density, canopy, and excessive fuel loading. Mechanical removal for saltcedar by cutting below the root collar during November–January is preferred. Mechanical whole-tree extraction has achieved as high as 90% mortality on initial treatments and may be considered a preferred treatment. Low-volume oil-based herbicide applications in late spring through early fall would be considered for controlling small plants (<2 inches drc). Low-volume cut-stump herbicide applications will be considered in combination with mechanical treatment. Preferred phenological stage for burning is peak summer months and postavian breeding months. Black lines and appropriate headfires should be initiated depending on site-specific vegetative and burning conditions. Maintenance, revegetation, restoration, and monitoring should follow as needed for each treatment area.</p>
Slash	<p>Slash, jack piles, and down logs may be burned as appropriate in consideration of local conditions and distance from private property. Pile or Rx can be used to remove fuel from private land as designated. Snags and down woody material may be retained in areas where fire resilience is not compromised.</p>	<p>Snags, slash, and down logs will be removed in proximity to private land. Pile burning or Rx can be used to remove fuel. Snags and down woody material may be retained in areas where fire resilience is not compromised. Vehicle pullouts should be planned in appropriate numbers and locations where vegetation, slope, and terrain permit.</p>	<p>After removal of heavy woody fuels, fine fuels may be maintained by cool-season low-intensity Rx that moves slowly downslope or into prevailing winds to midslope. Large down woody material and snags (≥12 inches) may be retained in riparian areas.</p>	<p>Fuel treatments and woody material removal will occur on existing roads. Cool-season low-intensity Rx may be used for maintenance of fine fuels. Pile or jackpot burning will not occur in ephemeral, intermittent, or perennial stream channels.</p>	<p>Response will be full suppression when firefighter and public safety, property, improvements, or natural resources are threatened.</p>	<p>Created slash will be made available for woody biomass use. If not used for wood-related products, slash will be piled with preexisting fuels and burned, or otherwise used for soil stabilization. Disturbed areas should be immediately revegetated with a native plant community that contains no invasive species and meets other land use objectives, such as wildlife habitat enhancements or recreational-use benefits.</p>

Note: BA = basal area, Rx = prescribed fire, drc = diameter at root collar.

Table 3.2. Identified TMUs

Treatment management unit	Map ID	Risk value	Fuel model(s)	Recommended treatment^a	Total acres	Federal acres	State Trust acres	Other Nonfederal acres
Ak-Chin Indian Community (AC)	AC1	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL6	1,2,3,5,6,7,8,9	21,448	21,432	0	16
Apache Junction (AJ)	AJ1	L	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, TL2, TL3	1,2,3,4,5,7,8,9	6,379	2,451	1,564	2,364
	AJ2	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, TL2, TL3	1,2,3,4,5,6,7,8,9	11,155	722	1,491	8,942
	AJ3	L	GR1, GR2, GS1, GS2, NB1, SH1, SH5, TL2, TL3	1,2,3,4,5,8	4,643	111	1,445	3,088
	AJ4	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, TL2, TL3, TL5	1,2,3,4,5,6,7,8	8,991	34	7,036	1,921
	AJ5	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,4,5,6,7,8	7,707	244	1,003	6,459
	AJ6	M	GR1, GR2, GS1, GS2, NB1, SH1, SH5, TL2, TL3	1,2,3,4,5,8	6,015	2	5,973	40
	AJ7	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, TL2, TL3	1,2,3,4,5,6,8	5,404	0	5,206	198
Avra Valley (AV)	AV1	L	GR1, GR2, GS1, GS2, NB1, SH1, SH5, TL2	1,2,3,5,8	13,167	4,812	3,726	4,629
	AV2	L	GR1, GR2, GS1, GS2, NB1, NB9, SH1	1,2,3,5,8	14,512	3,115	6,219	5,179
	AV3	L	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH5, TL2, TL3	1,2,3,6,8	10,368	0	7,651	2,717
	AV4	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL5	1,2,3,6,7,8,9	18,304	0	11,352	6,951
	AV5	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, SH1, SH5, TL2, TL3, TL6	3,6,8	7,433	0	6,650	783
	AV6	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, TL2, TL3	1,2,3,6,8	16,191	0	11,790	4,401
	AV7	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, SH7, TL2, TL3	1,2,3,5,7,8,9	26,950	603	14,962	11,384
	AV8	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, SH1, SH5, TL2, TL3, TL6	1,2,3,7,8,9	15,039	0	10,504	4,535
	AV9	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	16,506	50	2,709	13,747
	AV10	M	GR1, GR2, GS1, GS2, NB1, NB3, SH1, SH5, TL2, TL3	3,5,7,8,9	20,478	2,163	11,283	7,032
	AV11	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, TL2,	1,2,3,7,8,9	15,842	0	7,507	8,335

Treatment management unit	Map ID	Risk value	Fuel model(s)	Recommended treatment ^a	Total acres	Federal acres	State Trust acres	Other Nonfederal acres
			TL3, TL6					
	AV12	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, SH7, TL2, TL3	3,5,7,8,9	24,772	14,017	9,829	925
Casa Grande (CG)	CG1	H	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, TL2, TL3	1,2,3,6,7,8,9	11,272	812	1,586	8,874
	CG2	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL3	1,2,3,7,8,9	9,615	11	599	9005
	CG3	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, SH7, TL2	1,2,3,7,8,9	14,764	0	169	14,594
	CG4	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,6,7,8,9	11,434	0	0	11,434
	CG5	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL6	1,2,3,7,8,9	18,138	0	78	18,061
	CG6	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2	1,2,3,7,8,9	11,795	6	422	11,367
	CG7	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,7,8,9	14,727	0	1,251	13,476
	CG8	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, SH1, SH5, TL2, TL3	1,2,3,6,7,8,9	14,730	0	1,487	13,243
	CG9	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,6,7,8,9	14,806	0	44	14,762
	CG10	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,6,7,8,9	13,720	163	2,867	10,690
Coolidge (CO)	CO1	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2	1,2,3,8	20,712	0	895	19,817
	CO2	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, SH7, TL2, TL5	1,2,3,5,8	10,886	335	1,483	9,068
	CO3	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, SH1, SH5, TL2	1,2,3,5,8	15,157	19	10,840	4,298
	CO4	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL5	1,2,5,7,8,8	17,409	43	587	16,778
	CO5	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,5,8	19,621	519	646	18,456

Treatment management unit	Map ID	Risk value	Fuel model(s)	Recommended treatment ^a	Total acres	Federal acres	State Trust acres	Other Nonfederal acres
	CO6	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,7,8,9	9,279	0	288	8,991
Dudleyville (D)	DV1	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL3, TL5, TU1	1,2,3,4,5,6,7,8,9	12,241	7,157	3	5,082
	DV2	M	GR1, GR2, GS1, GS2, NB1, NB3, SH1	3,4,5,6,7,8,9	6,770	3,301	1,994	1,475
	DV3	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL3, TL5, TL8, TU1, TU2	1,2,3,4,5,6,7,8,9	6,891	618	1,969	4,304
	DV4	M	GR1, GR2, GS1, GS2, NB1, NB8, NB9, SH1, SH7, TL3, TU1	3,4,5,6,7,8,9	4,949	2,674	1,497	779
	DV5	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL3, TL5, TL8, TU1	1,2,3,4,5,6,7,8,9	7,506	472	3,044	3,990
	DV6	M	GR1, GR2, GS1, GS2, NB3, NB8, NB9, SH1, SH7, TL5, TU1	1,2,3,4,5,6,7,8,9	9,935	2,135	5,019	2,781
Eloy (EL)	EL1	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL6	1,2,3,5,6,8	13,097	336	8,885	3,876
	EL2	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL6	1,2,3,6,7,8,9	25,982	0	3,418	22,564
	EL3	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL6	1,2,3,5,7,8,9	12,287	109	5,424	6,754
	EL4	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, SH1, SH5, TL2	3,5,7,8,9	12,171	2,033	7,399	2,738
	EL5	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL8	1,2,3,5,6,	20,009	0	13,432	6,576
	EL6	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL6	1,2,3,5,6,8	30,709	67	2,578	28,064
	EL7	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL6	1,2,3,5,6,7,8,9	32,839	0	1,211	31,628
	EL8	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, SH7, TL2, TL3, TL5	1,2,3,5,8	26,778	0	15,643	11,135
Florence (FL)	FL1	M	GR1, GR2, GS1, GS2, NB1, NB8, NB9, SH1, TL5	1,2,3,5,6,8	33,780	110	28,410	5,261
	FL2	H	GR1, GR2, GS1, GS2, NB1, NB3, SH1	1,2,3,5,6,8	12,243	441	7,591	4,211
	FL3	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1	1,2,3,5,6,8	15,943	3,269	5,771	6,895

Treatment management unit	Map ID	Risk value	Fuel model(s)	Recommended treatment ^a	Total acres	Federal acres	State Trust acres	Other Nonfederal acres
	FL4	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2	1,2,3,5,6,8	8,946	0	4,362	4,585
	FL5	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	16,006	4,088	7,605	4,313
	FL6	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,5,6,7,8,9	17,250	5,405	3,618	8,228
	FL7	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,5,6,7,8,9	27,864	1,590	3,214	23,060
	FL8	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,5,6,8	15,109	1,992	5,254	7,864
Gila River Indian Community (GC)	GC1	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH3, SH5, SH7, TL2, TL3, TL6	1,2,3,5,6,7,8,9	278,937	278,237	6	694
Gila River Riparian Corridor (GI)	GI1	H	GR1, GR2, GS1, GS2, NB3, NB8, NB9, SH1, SH5, SH7	7,9	12,471	9,842	2,077	553
Galiuro Mountains (GM)	GM1	M	GR1, GR2, GS1, GS2, NB9, SH1, SH5, SH7, TL3, TU1	3,4,5,7,8,9	9,874	5,468	3,764	643
	GM2	M	GR1, GR2, GS1, GS2, NB3, NB9, SH1, SH5, SH7, TL3, TL5, TU1	1,2,3,4,5,7,8,9	7,805	2,804	2,445	2,556
	GM3	M	GR1, GR2, GS1, GS2, NB3, NB9, SH1, SH2, SH5, SH7, TL1, TL3, TL8, TU1, TU2	1,2,3,4,5,7,8,9	72,289	16,577	31,226	24,487
Golder Ranch (GR)	GR1	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH3, SH5, SH7, TL2, TL3, TL6, TU1	1,2,3,4,6,7,8,9	7,662	13	2,929	4,721
	GR2	L	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH7, TL2, TL3, TU1	1,2,3,4,6,7,8,9	10,037	0	8,538	1,499
	GR3	L	GR1, GR2, GS1, GS2, NB1, NB3, SH1, SH7, TL2, TL3	1,2,3,4,6,7,8,9	8,031	0	4,252	3,779
	GR4	M	GR1, GR2, GS1, GS2, NB1, SH1, SH7, TL2, TL3, TU1	1,2,3,4,6,7,8,9	10,698	0	9,275	1,423
	GR5	M	GR1, GR2, GS1, GS2, NB1, NB9, SH7, TL2, TL3	1,2,3,4,6,7,8,9	12,004	0	11,816	188
	GR6	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, SH7, TL2, TL3	1,2,3,4,6,7,8,9	22,956	36	19,418	3,502
	GR7	M	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH5, SH7, TL2, TL3	1,2,3,4,6,8	13,966	0	9,598	4,368
	GR8	M	GR1, GR2, GS1, GS2, NB1, SH1, SH5, TL2	1,2,3,4,5,6,8	9,907	552	7,102	2,253

Treatment management unit	Map ID	Risk value	Fuel model(s)	Recommended treatment ^a	Total acres	Federal acres	State Trust acres	Other Nonfederal acres
	GR9	M	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH5, SH7, TL2	1,2,3,4,5,7,8,9	15,756	1,802	6,512	7,443
	GR10	M	GR2, GS1, GS2, NB1, SH5, SH7, TL2, TL3	1,2,3,4,5,7,8,9	7,223	58	5,973	1,192
Kearny (KR)	KR1	M	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH5, SH7, TL2, TL3	1,2,3,4,5,6,7,8,9	9,935	7,585	785	1,564
	KR2	M	GR1, GR2, GS1, GS2, NB1, NB8, NB9, SH1, SH2, SH5, SH7, TL2, TL3, TL8	1,2,3,4,5,6,7,8,9	15,797	2,308	1,962	11,526
	KR3	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL3, TU1	3,4,5,6,7,8,9	13,670	9,024	3,317	1,329
	KR4	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, SH7, TL2, TL3, TL5, TU1	1,2,3,4,5,6,7,8,9	14,095	2,295	1,844	9,956
	KR5	M	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH5, SH7, TL3, TU1	3,4,5,6,7,8,9	13,314	12,151	242	921
Maricopa (MA)	MA1	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	5,322	274	1,695	3,354
	MA2	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL6	1,2,3,7,8,9	16,281	1	78	16,202
	MA3	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, SH1, SH5, TL2, TL3, TL6	1,2,3,7,8,9	8,105	1	346	7,758
	MA4	H	GR1, GR2, GS1, GS2, NB1, NB3, SH1, SH5, TL6	1,2,3,5,7,8,9	5,466	358	1,110	3,999
	MA5	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2	1,2,3,5,7,8,9	12,296	34	2,924	9,338
	MA6	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, TL2, TL3	1,2,3,7,8,9	18,374	0	646	17,727
	MA7	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	17,181	204	3,607	13,370
	MA8	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	10,714	741	1,696	8,278
	MA9	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	22,520	14,851	1,437	6,232
	MA10	M	GR1, GR2, GS1, GS2, NB1, NB3, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	8,082	3,627	1,151	3,305
	MA11	H	GR1, GR2, GS1, GS2, NB1, NB3, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	33,544	13,365	4,725	15,453

Treatment management unit	Map ID	Risk value	Fuel model(s)	Recommended treatment ^a	Total acres	Federal acres	State Trust acres	Other Nonfederal acres
	MA12	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,7,8,9	19,555	22	2,505	17,028
	MA13	H	GR1, GR2, GS1, GS2, NB1, NB3, SH1, SH5, TL2, TL3	1,2,3,5,7,8,9	6,441	2,519	291	3,631
	MA14	H	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, TL2, TL3, TL6	1,2,3,7,8,9	8,291	7	166	8,118
	MA15	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, SH1, SH5, TL2, TL3	1,2,3,5,8	10,678	5,981	1,005	3,693
Mammoth (MM)	MM1	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, TL3, TL5, TU1	1,2,3,4,5,7,9	7,273	15	4,664	2,595
	MM2	M	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH7, TL3, TU1	1,2,3,4,5,7,9	15,857	1,718	12,201	1,937
	MM3	M	GR1, GR2, GS1, GS2, NB1, NB8, NB9, SH1, SH7, TL3, TU1	1,2,3,4,5,7,9	12,212	236	5,834	6,141
	MM4	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL2, TL3, TL5, TL8, TU1	1,2,3,4,5,7,9	11,462	83	4,763	6,616
Oracle (OR)	OR1	M	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH7, TL3, TU1	1,2,3,4,5,6,7,9	7,519	33	4,955	2,531
	OR2	L	GR1, GR2, GS1, GS2, NB1, SH1, SH5, SH7, TL3, TU1	1,2,3,4,5,6,7,9	5,482	598	705	4,179
	OR3	L	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH2, SH5, SH7, TL3, TL5, TU1	1,2,3,4,5,6,7,9	6,713	733	1,577	4,403
	OR4	L	GR1, GR2, GS1, GS2, NB1, NB3, SH1, SH7, TL3, TL5, TU1	1,2,3,4,6,7,9	6,611	0	2,482	4,129
	OR5	M	GR1, GR2, GS1, GS2, SH1, SH7, TU1	3,4,7,9	7,116	0	6,243	873
	OR6	L	GR1, GR2, GS1, GS2, NB1, NB8, NB9, SH1, TL3, TU1	1,2,3,4,6,7,9	4,240	0	3,770	470
	OR7	M	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH7, TL3, TU1	1,2,3,4,7,9	3,963	8	1,892	2,063
Queen Creek (QC)	QC1	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL2, TL3	1,2,3,5,8	26,123	6,867	2,290	16,966
	QC2	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3	1,2,3,8	11,285	0	4,888	6,397
	QC3	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5, TL2, TL3, TL6	1,2,3,5,7,8,9	27,786	477	8,915	18,394
	QC4	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, SH1, SH5, TL2	1,2,3,5,7,8,9	9,317	0	6,320	2,997

Treatment management unit	Map ID	Risk value	Fuel model(s)	Recommended treatment ^a	Total acres	Federal acres	State Trust acres	Other Nonfederal acres
Queen Valley (QV)	QV1	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, SH7, TL2, TL3	1,2,3,4,5,6,8	13,965	717	12,630	619
	QV2	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, SH7, TL2, TL3	1,2,3,4,5,6,7,8,9	15,957	519	13,430	2,008
	QV3	M	GR1, GR2, GS1, GS2, NB1, SH1, TL2, TL3	3,4,6,7,9,8	1,851	0	1,755	96
	QV4	H	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH1, SH5, SH7, TL2, TL3	1,2,3,4,5,6,7,8,9	10,394	7,406	2,505	483
	QV5	M	GR1, GR2, GS1, GS2, NB1, SH1, SH5, SH7, TL2, TL3	3,4,5,6,7,8,9	8,004	1,992	5,486	526
San Manuel (SM)	SM1	M	GR1, GR2, GS1, GS2, NB1, SH1, SH7, TL3	3,4,6,7,8,9	7,566	1	6,708	857
	SM2	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL3, TU1	1,2,3,4,7,8,9	15,317	0	1,770	13,547
	SM3	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL2, TL3, TL5, TU1	1,2,3,4,5,7,8,9	5,079	467	306	4,306
	SM4	M	GR1, GR2, GS1, GS2, NB8, NB9, SH1, SH7, TL5	3,4,5,7,8,9	18,075	2,572	14,673	830
	SM5	H	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH7, TL2, TL3, TL5, TL8, TU1	1,2,3,4,7,8,9	4,648	0	2,804	1,844
	SM6	M	GR1, GR2, GS1, GS2, NB1, NB9, SH1, SH7, TL3, TU1	1,2,3,4,7,8,9	27,054	0	23,262	3,793
	SM7	M	GR1, GR2, GS1, GS2, NB3, NB9, SH1, SH5, SH7, TL3, TL8, TU1	1,2,3,4,5,7,8,9	11,687	4,703	4,106	2,879
Superior (SP)	SP1	L	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH2, SH5, SH7, TL2, TL3	1,2,3,4,5,6,7,9	12,073	9,160	0	2,913
	SP2	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH2, SH5, SH7, TL2, TL3, TL8	1,2,3,4,5,6,7,8,9	16,698	14,735	0	1,962
	SP3	M	GR1, GR2, GS1, GS2, NB1, SH1, SH5, SH7, TL1, TL2, TL3, TL8	1,2,3,4,5,6,7,8,9	12,068	10,769	85	1,214
Tohono O'odham Nation (TO)	TO1	M	GR1, GR2, GS1, GS2, NB1, NB3, NB8, NB9, SH1, SH5	1,2,3,5,6,7,8,9	11,084	11,076	5	3
Top-of-the-World (TW)	TW1	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH5, SH7, TL3	3,4,5,6,7,9	4,800	4,788	0	11
	TW2	M	GR1, GR2, GS1, GS2, NB1, NB3, NB9, SH2, SH5, SH7, TL1, TL3	1,2,4,5,6	5,059	4,071	0	988

Note: L = low, M = moderate, H = high,

^aRefer to Table 3.1 for recommended treatments.

The Core Team mapped the location of each TMU in the WUI and assigned recommended treatments for each TMU (refer to Table 3.2). The TMUs listed in Table 3.2 do not always coincide with fire department or district boundaries. Some TMUs are not located within a fire department or district and therefore have no structural fire protection. For example, the Top of the World community and sub-WUI are not within any fire departments or districts or under USFS jurisdiction for fire protection, and therefore, no fire departments or districts are responsible for fire response for private lands within the community.

Treatment of wildland fuels within the WUI is expected to generate considerable slash and vegetative waste material. Private individual use of wood products from fuel reduction treatments within the WUI is primarily for in-home fuelwood (e.g., family/personal cooking, heating, etc.). Commercial use of the woody material from fuel reduction treatments is also primarily limited to fuelwood, and any commercial value of treatment by-products is not anticipated to significantly affect land treatment costs.

For private land treatments to be both fiscally reasonable and timely, the Core Team investigated land treatment costs from a variety of sources. Equivalent land treatment costs are not directly available for the Pinal County WUI. Costs estimates for timbered lands within the WUI can average \$12,000/acre on private parcels and slightly less than \$600/acre for forested landscape treatments that produce a fire resilient stand appropriate for the habitat. Within non-timbered vegetative stands in the Pinal County WUI, the estimates for land treatment costs vary by vegetation type, geography, and distance from communities. The cost estimates for land treatments on non-timbered stands are based on per-acre estimates for thinning by hand, roller chopping, mastication, and other mechanical vegetative fuel treatments, including broadcast burning at \$150 to \$200 per acre for desert grasslands and \$350 to \$500 per acre for oak woodlands.

Private land treatments in the WUI typically occur on small land parcels near power lines, structures, and other obstacles. In many cases, cut trees and slash cannot be piled and burned on small private land parcels, or it is not the preferred slash treatment by the owner of a small residential lot or by the local fire departments. Therefore, the Core Team recommends that slash from wildland fuel reduction treatments on small residential parcels be removed, whole or chipped, and transported to a disposal site. The Core Team does not oppose alternate vegetative treatments to achieve wildland vegetative fuel mitigation objectives, such as an experimental grazing program using primary grazers within the WUI adjacent to state or federal lands. It is recommended that fallow agricultural lands be restored through the planting of native vegetation species in accordance with the *National Conservation Practice Standards, Range Planting*, Code 550 (NRCS 2010). It is also recommended that firebreaks constructed on public and private lands to restrict wildland fire movement be maintained in accordance with the above-mentioned mitigation measures and stipulations on a rotating 2- or 3-year interval, or as deemed necessary, to ensure the integrity of the firebreak through removal of fine and light vegetative fuels.

Recent costs of fuels mitigation treatment on USFS lands within the WUI are estimated to be \$100 per acre for mowing and \$250 per acre for mastication. Approximate costs of fuels mitigation associated

with forest treatments conducted by the USFS within the WUI are \$350 per acre. If wildland fuel modification prescriptions require follow-up pile burning or herbicide application after vegetation treatment, the cost per acre could also include \$50 to \$100 for burning and \$200 to \$250 for foliar herbicide application (Mr. Chris Stetson, CNF, personal communication, March 19, 2018).

The Core Team recommends that, when available, wildland fuel modification projects be contracted to ADFFM through the use of the Department of Correction fire and fuels management crews to ensure that treatments are conducted in a timely fashion and at a reasonable cost. For example, the estimates of daily costs for a 20-person labor crew and a chipper for a 100-mile roundtrip to the project site by an ADFFM crew carrier as of February 2018, are as follows:

- 10-hour day—\$1,475.00
- 12-hour day—\$1,655.00

These estimates are based on information provided by the ADFFM for the Fire and Fuels Crew treatments for both federal and nonfederal land (refer to Table 3.3). The ADFFM Fire and Fuels Crew does not remove hazard trees or provide “climbers” for pruning or segmented tree removal that is sometimes required on private lands. The Core Team does support and encourage local business development that will complement wildland fuel mitigation needs within federal and nonfederal lands of the WUI. Vegetative fuel mitigation costs for this CWPP are estimated to be \$350 per acre for federal lands, which is comparable to the estimated cost of the ADFFM Fire and Fuels Crew and estimated fuel mitigation costs on adjacent federal lands. However, the availability of federal, state, and local funding for mitigation of wildland fire risk, enhanced response, and public education will influence the ability of the Core Team to meet the goals of the revised Pinal County CWPP.

Table 3.3. Acres of Wildland Fuels Mitigation Treatment Conducted by ADFFM Fire and Fuels Crew during a 10-Hour On-Site Workday

Vegetation Association	Average Treated Acres per Day
Ponderosa pine/mixed conifer	0.5 to 1
Pinyon/juniper	1 to 2
Mesquite woodland	3 to 4
Oak woodland	3 to 4 y
Riparian	1 to 2 (depending on fuel loading)
Grassland	2 to 4 (depending on grass type and fuel loading)

1. Alternate Federal, State, or Private Land Wildland Fuel Modification Plan

The Core Team recommends that private landowners who wish to adopt fuel modification plans other than those described in Table 3.1 have the plan prepared or certified by a professional forester, by a certified arborist, by other qualified individuals, or in conjunction with recommendations from local fire departments or fire districts to order to properly incorporate Firewise methods where appropriate. Fuel

modification plans for federal and state lands within 0.5 mile of private lands may be prepared for wildlife and watershed benefits, such as the retention of large snags or vegetative patches of high wildlife value in areas more than 600 feet from private lands in which fire resiliency is not impaired and will not compromise public or firefighter safety. A fuel modification plan should identify the actions necessary to promote rangeland, wildlife, or watershed health and to help prevent the spread of fire to adjacent properties by establishing and maintaining defensible space. The action identified by the fuel modification plan should be completed before development of the property, and identified during project initiation.

A fuel modification plan for federal and state lands will follow agency-specific procedures, standards, and guidelines. Fuel modification treatment plans for private land parcels should at least include the following information:

- A copy of the site plan
- Methods and timetables for controlling, changing, or modifying fuels on the properties in a timely and effective manner
- Elements for removal of slash, snags, and vegetation that may grow into overhead electrical lines; removal of other ground fuels, ladder fuels, and diseased, dying, and dead trees; and thinning of live trees
- Methods and timetables for controlling and eliminating diseased or insect-infested vegetation
- A plan for the ongoing maintenance of the proposed fuel reduction and control measures for disease and insect infestations
- A proposed vegetation management plan for groupings of parcels under multiple ownership that has been accepted by all individual owners (subject to compliance with Section III)

HFRA was designed to expedite administrative procedures for conducting hazardous wildland fuel reduction and restoration projects on federal lands. Regardless of priority treatments selected for federal lands, an environmental assessment must be conducted for fuel reduction projects. Although HFRA creates a streamlined and improved process for reviewing fuel reduction and restoration treatments, it still requires that appropriate environmental assessments be conducted and that collaboration among participating parties is maintained (USDA and USDI 2004).

The recommended treatments within this Pinal County CWPP have been developed to be consistent with state and federal land-management action alternatives, and are intended to reduce risks to communities caused by severe fires and to restore fire-adapted ecosystems. They facilitate efficient planning and decision-making for fuels mitigation treatments and habitat restoration on public and private lands (USFS 2000).

C. Prevention and Loss Mitigation

The Core Team intends this revised Pinal County CWPP to be used as a resource to help coordinate long-term interagency mitigation of potential catastrophic wildfire events in at-risk communities within

Pinal County. For this Pinal County CWPP, the Core Team established specific revised goals for wildland fire prevention and loss mitigation as follows:

- Improve fire prevention and suppression for firefighter and public safety and to protect private property
- Promote community collaboration, involvement, and education
- Recommend measures to reduce structural ignitability in the Pinal County WUI
- Preserve the aesthetics and wildlife values within riparian areas
- Restore forest and rangelands to historic conditions which support native plant and wildlife values as part of a fire resilient landscape
- Identify funding needs and opportunities
- Expedite project planning through partnerships with ADFFM, BLM, CNF, TNF, and private and public entities in managing wildfire risk within the WUI
- Reduce economic impacts to local communities as a result of unwanted wildland fire

This Pinal County CWPP will be reviewed annually and updated every 5 years, or as needed, for example, accomplishment of identified priorities or changes in local conditions. Successful implementation of this CWPP will require collaboration among numerous government entities and community interests. The PCOEM and Core Team have also discussed the advantage of working cooperatively with Salt River Project (SRP) and Arizona Public Service (APS) utility companies in maintaining acceptable wildland fuel conditions within SRP and APS existing utility corridor rights-of-ways and easements, within high risk areas of the WUI. The Core Team, APS, and SRP also recognize the benefits of working cooperatively to achieve acceptable wildland fuel conditions adjacent to APS and SRP easements and rights-of-ways. The Core Team recognizes existing agreements between SRP, APS, land management agencies, and private landowners for vegetative treatments within rights-of-ways and easements, and agree this Pinal County CWPP does not bind or obligate SRP and APS in maintenance of vegetative fuels outside their rights-of-ways or easements. The Core Team believes these agreements and resultant vegetative treatments are complimentary to the objectives of this Pinal County CWPP. Therefore, at the request of PCOEM and Core Team, APS and SRP have agreed to be included as signatories to this Pinal County CWPP and to become partners in implementation of action recommendations.

The Core Team and collaborators have revised the “Action Recommendations and Implementation” from the 2009 Pinal County CWPP and proposed the revised action recommendations listed below to meet the goals of this revised Pinal County CWPP.

1. Administer and Implement the Pinal County CWPP

The Core Team recommends establishing a Pinal County CWPP working group—composed of Pinal County fire chiefs, PCOEM, ADFFM, BLM, CNF, TNF, community members, concurring agencies, County and local planning and zoning departments to organize individual agency implementation of the

recommendations for fuel modification, public outreach, protection capability, and structural ignitability within the Pinal County WUI, including fuel hazards removal on private lands within the WUI.

2. Improve Protection Capability and Reduction in Structural Ignitability

The Core Team considers the risks of wildland fire igniting and spreading throughout the WUI a serious threat. The Core Team and collaborators believe that actions to reduce risk and promote effective responses to wildland fires must be undertaken. The following are recommendations prepared by the Core Team to enhance protection capabilities for at-risk communities within Pinal County:

- Obtain one fully functional type 6 engine and one fully functional type 1 engine for wildland fire response by local fire departments and districts.
- Obtain a medium-size water tender for use by local fire departments and districts
- Improve additional water-storage tanks, wells, or other water sources for tender filling throughout the fire departments and districts; make them available and usable for aerial operations.
- Improve water supply capacity within private water districts that support local fire departments
- Maintain helicopter landing sites. Establish a countywide public emergency mass notification system.
- Encourage fire departments and districts to participate in annual multiagency wildfire safety training before the fire season.
- Encourage subdivisions and communities that are not within a fire department or district to take actions necessary to be annexed by an existing fire district to provide viable fire protection services.
- Obtain a chipper/shredder, tub grinder, air curtain destructor, and other equipment necessary for treatment and processing of vegetative slash for use by local fire departments and districts for wildland fuel mitigation projects.
- Obtain one multipurpose utility vehicle with attachments for chipping, brush cutting, and mini-water tending, such as the Bobcat Toolcat.
- Implement / Update GIS (Geographic Information Systems) and GPS (Global Positioning System) software and laptops to update mapping capabilities of local fire departments and districts.
- Arrange for the acquisition, operation, and maintenance of a green-waste disposal site within reasonable proximity to Pinal County communities and encourage the use of the disposal site for all vegetative material removed during wildland fuel treatments on private lands within the WUI.
- Provide enhanced and coordinated firefighting training and equipment, such as personal protective equipment (PPE) and second-generation fire shelters, for newly certified wildland firefighters and volunteer firefighters.

- Develop and maintain mutual-aid agreements with neighboring fire departments or districts for wildland and structural fire response support and other emergency response.
- Meet annually with representatives from APS and SRP to mutually identify locations of needed vegetative treatments within rights-of-ways in high risk areas of the WUI and support the Core Team in obtaining grants and agreements necessary to implement vegetative fuel reduction projects adjacent to rights-of-ways.
- Develop a pre-suppression plan with BLM, CNF and TNF along the boundary of the WUI.
- Develop additional wildland fire preplans for all high-hazard locations across Pinal County where they have not been adopted.
- Encourage and support local governments, Pinal County, and fire department/districts in fuel hazards removal including activities to mitigate the spread of non-native invasive grasses within the WUI including transportation corridors.
- Develop intergovernmental agreements (IGAs) with Pinal County on nuisance-abatement projects located in high-hazard communities.
- Meet annually, immediately before the fire season, to coordinate early suppression deployment and to determine training and equipment needs.



Photograph 3.1. 2017 Roach Fire

3. Promote Community Involvement and Improved Public Education, Information, and Outreach

Pinal County and the Core Team should continue developing and implementing public outreach programs to help create an informed citizenry. The goal is to have residents support concepts of fire-adapted communities, defensible space, and naturally functioning wildland systems through restoration management and rapid response to wildland fire. This Pinal County CWPP is intended to be a long-term strategic plan containing prescriptive recommendations to address hazardous fuels, enhance wildfire preparedness, and create fire-adapted communities. A grassroots collaborative

structure of individual citizens, supported by local governments as full partners, will provide the most effective longterm means to achieve these goals and to maintain community momentum. The components of such a structure include the following recommendations:

- Assist in implementing the Firewise Communities/USA Recognition program and the Fire Adapted Communities program in communities where the programs are supported by the local fire departments and districts. The Firewise and Fire Adapted Communities approach emphasizes community and individual responsibility for safer home construction and design, landscaping, and maintenance. The Core Team will also help identify high-priority communities that would most benefit from a Firewise and Fire Adapted Communities program.
- Expand the use of current public information tools for fire-safe residential treatments as an immediate action step. This will be accomplished through information distributed via local government television channels; mailers to homeowners; presentations by the PCOEM, ADFFM, BLM, CNF, and TNF; the use of the Arizona Firewise Partners Public Information Trailer (BLM Tucson Field Office) at community events and local fire departments and districts; and through the development of specific promotional materials by the Core Team.
- Place fire-danger information signs on major access roads throughout the WUI. Community bulletins and other public service announcements concerning wildfire threat and preparedness should be developed with assistance from ADFFM, BLM, CNF, TNF, and Pinal County.
- Place and maintain bilingual wildfire caution signs within camping areas and access routes in select areas of the WUI.
- Complete wildfire home assessments through the use of Redzone software, or an equivalent software system, and submit wildfire hazard mitigation strategies to landowners for each private property assessed within highest-risk communities.
- Replace and maintain fencing adjacent to high-use and illegal off-road-vehicle use areas within or adjacent to the WUI.

4. Encourage Use of Woody Material from WUI Fuel Mitigation Programs

The Core Team and its collaborators should continue to support and promote private contractors who perform Firewise or fire-safe mitigation work necessary to provide for defensible space and create fire-adapted communities. Pinal County should continue to support and promote new businesses involved in the wood-products market. Pinal County, local municipalities, CNF, TNF, BLM, and local fire departments and districts are committed to encouraging, as appropriate, the use of vegetative by-products from the WUI fuel management program for use by commercial entities or community service organizations. Possible by-product uses encouraged by the Core Team include the following:

- Bagged mesquite wood for sale to visitor and larger-community markets as “campfire cooking” for commercial or personal culinary uses
- Firewood marketed to local residents, visitors, and adjacent communities
- Mesquite, pinyon pine, and juniper wood marketed for artwork, furniture, and other specialty wood products

IV. PINAL COUNTY CWPP 2018 PRIORITIES: ACTION RECOMMENDATIONS AND IMPLEMENTATION

The Core Team reviewed the “CWPP Priorities: Action Recommendations and Implementation” developed for the 2009 Pinal County CWPP. The action recommendations were updated as needed to meet the revised Pinal County CWPP objectives (refer to Section III of this CWPP). This updated Pinal County CWPP is composed of a series of recommendations intended to reduce structural ignitability, improve fire prevention and suppression, and enhance public outreach that are based on the wildfire threat, wildfire effects, and wildfire risk assessment conducted by the Core Team.

The Core Team recommends that projects implemented from these action recommendations be monitored for effectiveness in meeting Pinal County CWPP objectives. For the life of the Pinal County CWPP, recommendations for additional projects or wildland fuel mitigation treatments can be made on the basis of project performance from previously implemented projects.

A. Administrative Oversight

The 2009 Pinal County CWPP established a Working Group and an administrator to monitor implementation of the CWPP. Generally, the most efficient way to manage the mitigation of wildland fire risk in the WUI is through identifying, delegating, implementing, and then monitoring the action recommendations of the Pinal County CWPP. Establishing a unified approach to collaboratively implement the Pinal County CWPP will allow for embracing adaptive management principles that enhance decision making and reduce inconsistency at all levels of government.

The Core Team recommends that the CWPP Working Group and concurring agencies work collaboratively toward accomplishing the recommendations for outreach and structural ignitability within the Pinal County WUI, which include fuel hazards removal on private lands within the WUI. It is recommended that the CWPP Working Group consist of representatives from local fire departments and districts and, as needed, representatives from the Fire Chief Association of Pinal County, ADFFM, PCOEM, CNF, TNF, BLM, county and local municipalities, and other concurring agencies. The Core Team may solicit representatives from communities that are not serviced by a fire department or district, as well as other interested individuals or agencies, to participate in the Working Group. The PCOEM would be the lead agency and would be responsible for coordinating the Working Group, producing monitoring reports, and making any updates to the CWPP.

As established in the 2009 Pinal County CWPP, the charter of the Pinal County CWPP Working Group will be as follows:

1. Prioritize wildland fuel modification, structural ignitability, protection capability, and public outreach projects listed in the approved Pinal County CWPP on a countywide basis and review for possible reprioritization at least once annually, starting within 2 months of final Pinal County CWPP approval by ADFFM.

Note: Prioritization of fuel modification and community planning, outreach, and warning programs will be conducted by the Pinal County CWPP Working Group as a whole; recommendations for other projects involving firefighter training, equipment, communications, facilities, and apparatus will be made by the Pinal County Fire Officers Association representatives in the Pinal County CWPP Working Group.

2. Provide Pinal County and/or the Core Team the opportunity to participate in any burned area emergency response (BAER) Team established subsequent to a wildfire.
3. Support fire departments and districts or local governments and municipalities in the submittal of grant applications and the solicitation of other funding opportunities to implement wildland fuel modification, structural ignitability, protection capability, and public outreach projects established as priorities by the Pinal County CWPP Working Group.

Note: Individual agencies will be able to seek letters of support from the Pinal County CWPP Working Group or partner agencies in applying for funding for projects identified as priorities by the Working Group.

4. Support fire departments and districts, local governments and municipalities, and community groups in the implementation of projects established as priorities by the Pinal County CWPP Working Group.
5. Conduct annual monitoring and reporting to provide information on additional measures necessary to meet Pinal County CWPP goals, including additional future recommendations from fire departments and districts and other agencies for inclusion in the priorities list.
6. Act as an advisory group to Pinal County Planning and Zoning and to developers in outlying areas to ensure adequate road conditions and to provide vegetation mitigation and landscaping recommendations, water supplies for emergency services, and recommendations for establishing and funding fire services and equipment in residential and commercial developments.
7. Recommend the establishment of fire services in grandfathered developments within the WUI when residential and commercial densities and vegetation/fuel-load factors reach levels that create a potential for high wildland fire risk to public and firefighter safety and private property protection.
8. Use the following general criteria for prioritizing proposed projects and action items:
 - a. Geographic/fuel-load/residential density:
 - i. The Top of the World, Oracle, Superior, and Queen Valley sub-WUIs will receive long-term priority due to the vegetation type, high fuel load, ignition history, and threatened communities present.

- ii. In any given year, the Pinal County CWPP Working Group will evaluate countywide weather, vegetation, and fuel-load conditions and projections, as well as current residential and commercial densities, to determine short-term priority adjustments for projects in all WUI areas of the county for that year.
- iii. In any given year, the Pinal County CWPP Working Group will evaluate the progress of new developments and any increases to residential and commercial densities to determine potential needs and priorities within the WUI for the next 3 years following that given year.
- b. Categorical/functional criteria—priorities will generally be established in the order listed below; these priorities are subject to review and change by the Pinal County CWPP Working Group on an ongoing basis:
 - i. Fuel modification projects (first priorities will be for those projects within fire department and fire district, CNF, TNF, BLM, or ADFFM jurisdictions)
 - ii. Enhanced wildland firefighter training and acquisition of personal protective equipment (PPE)
 - iii. Wildland fire suppression equipment and tools, including brush engines and tenders
 - iv. Water-storage sites and supply facilities
 - v. Community planning and outreach activities, including warning signs/systems, identification/ improvement of evacuation routes
 - vi. Radios for primary use by trained and designated wildland fire crews
 - vii. Helicopter pads for firefighter deployment or evacuation
 - viii. Structural fire engines
 - ix. Fire stations in areas with sufficiently high threat and population densities as determined annually by the Pinal County CWPP Working Group.
 - x. Other communications projects

The agencies involved in the formation of this plan support local community efforts and are encouraged to work with the communities toward accomplishing action items. BLM, CNF, TNF, ADFFM, PCOEM, local municipalities, fire departments and districts, in coordination with the established Working Group, would collaborate on fuel mitigation projects within the WUI on lands managed by local, state, and federal government agencies, as well as those on private lands. The Core Team and the proposed Working Group encourage and support agencies, municipalities, and local fire departments and districts in obtaining grants and soliciting opportunities to implement wildland fuel mitigation projects on private lands and to support public information, education, and outreach within the WUI. Successful award of grant funds is necessary to implement the action recommendations for private land treatments, mitigation projects for reduced structural ignitability, firefighting response, and public outreach. The Core Team also encourages soliciting grants and other funding to construct and maintain fuelbreaks as well as broader applications of wildland fuel mitigation projects within and adjacent to the WUI.

Monitoring and reporting conducted by the Working Group would provide information on additional measures necessary to meet Pinal County CWPP goals.

B. Priorities for Mitigation of Hazardous Wildland Fuels

Table 4.1 displays the priorities for wildland fuel treatments within the WUIs as recommended by the Core Team. These action recommendations would assist in reducing wildfire potential. The Core Team recognizes that not all acres within a high-risk landscape can be treated. Site-specific analysis would determine treatment acres and methods that meet forest and rangeland restoration objectives and enhance community preparedness for wildland fire.

Table 4.1. Action recommendations for wildland fuel modification

Treatment Management Unit	Location and description	Project partners	Estimated treatment cost ^a
QV2	Lands adjacent the community of Queen Valley	Pinal County, PCOEM, MLC, ADFFM, BLM and TNF	685 high-risk acres = \$239,750; \$47,950 / year for 5 years (FY 2019 to 2024). Estimate based on \$350/acre average cost.
SP2	Lands adjacent the community of Superior and Boyce Thompson Arboretum	Pinal County, PCOEM, MLC, TNF, ADFFM and Superior Fire Department	761 high-risk acres = \$266,350; \$53,270 / year for 5 years (FY 2019 to 2024). Estimate based on \$350/acre average cost.
TW2	Lands adjacent the community of Top of the World	Pinal County, PCOEM, TNF and ADFFM	373 high-risk acres = \$130,550; \$26,110 / year for 5 years (FY 2019 to 2024). Estimate based on \$350/acre average cost.
KR4	General vicinity north and south of the Town of Kearny	Pinal County, PCOEM, MLC, ADFFM, BLM and Kearny Fire Department	1,890 high-risk acres = \$661,500; \$132,300 / year for 5 years (FY 2019 to 2024). Estimate based on \$350/acre average cost.
DV3	Lands adjacent the Town of Dudleyville	Pinal County, PCOEM, MLC, ADFFM, BLM and Dudleyville Fire District	2,051 high-risk acres = \$717,850; \$143,570 / year for 5 years (FY 2019 to 2024). Estimate based on \$350/acre average cost.
MM2	Lands associated with Gila River corridor adjacent to residences	Pinal County, PCOEM, MLC, ADFFM, BLM, and Mammoth Fire District	665 high-risk acres = \$232,750; \$46,550 / year for 5 years (FY 2019 to 2024). Estimate based on \$350/acre average cost.

Note: ADFFM = Arizona Department of Forestry and Fire Management; ASLD = Arizona State Land Department; BLM = Bureau of Land Management; FY = fiscal year; MLC = Municipalities and local communities, PCOEM = Pinal County Office of Emergency Management; TNF = Tonto National Forest.

^aTotal acres to be treated during the life of the plan; acres estimated to be treated will be based on site-specific analysis, which will determine actual acres available for treatment in each area. Verification of actual cost will be needed based on site conditions.

C. Identified Action Items for Protection Capability and Reduced Structural Ignitability

The Core Team has developed action recommendations to enhance community wildfire preparation and response facilities, capabilities, and equipment necessary to meet fire adapted community goals. Table 4.2 lists the identified action items proposed by the Core Team for consideration by individual fire departments and districts for reduced structural ignitability and public outreach within their respective jurisdictions. Table 4.3 lists the future recommendations for wildland fire protection and reduced ignitability.

After the ADFFM's final approval of the Pinal County CWPP, the Working Group would meet to review projects for the upcoming year and, thereafter, would meet annually or as necessary to reevaluate projects and revise priorities as needed. Such prioritization by the Working Group would not impinge on or interfere with the fire departments' and districts' opportunities to independently seek funding for projects within their jurisdictions.

Table 4.2. Action recommendations for structural ignitability and public outreach

Project partner	Recommendation type	Specific recommendation	Estimated cost	Timeline
Pinal County, PCOEM, MLC, TNF, CNF, ADFFM, ASLD, and fire departments and districts	1.2 Wildland Fire Protection and Reduced Ignitability	Construct a series of 5,000-gal water-storage facilities located strategically throughout residential areas	Install water-storage facility/year: \$5,000/facility	Locate and install 1 water-storage facility each year for three years beginning FY2020
	1.3 Enhanced Public Education, Information, and Outreach	Work with land agencies for the acquisition, operation, and maintenance of a green-waste disposal site within reasonable proximity to community	Locate and coordinate with land-management agency; excavate pit and fence: \$20,000	Begin planning with agencies in FY 2018/2019; implement in FY 2020/2021
Pinal County, PCOEM, MLC, TNF, CNF, ADFFM, ASLD, and fire departments and districts	1.2 Wildland Fire Protection and Reduced Ignitability	Obtain 10 handheld programmable radios for firefighter dispatch and communication	King digital programmable handheld radios, \$1,380/radio: \$13,800	Obtain grant funding in 2019
Pinal County, PCOEM, MLC, TNF, CNF, ADFFM, ASLD, and fire departments and districts	1.3 Enhanced Public Education, Information, and Outreach	Develop a fire-safety awareness program for community groups	Promote and conduct a community fire-awareness day at local fire departments and districts: \$2,000	Solicit funds for promotion, brochures, and event materials in 2018/2019; conduct in 2020
		Create fire-safety and fire-awareness posters for public places	Development, printing, and distribution costs: \$5,000	Solicit funds for production and printing in 2018/2019; conduct in 2020

Note: ADFFM = Arizona Department of Forestry and Fire Management; ASLD = Arizona State Land Department; CNF = Coronado National Forest; FY = fiscal year; MLC = Municipalities and local communities, PCOEM = Pinal County Office of Emergency Management; MLCTNF = Tonto National Forest.

^a Projects are designated by project type (E = equipment; A = administrative) but not ranked in order of importance.

Table 4.3. Future Recommendations for Wildland Fire Protection and Reduced Ignitability

Project Partner	Project^a	Equipment/Expense	Timeline
Pinal County, PCOEM, ADFFM, USFS, and associated fire departments and districts	E1—Obtain a medium-size water tender to better able traverse rural landscape than larger units	1,500-gal water tenders, 4-wheel drive: \$65,000	Acquire tender in FY 2020; assess additional tender needs in FY 2021
Pinal County, PCOEM, MLC, ADFFM, USFS, and associated fire departments and districts	I1—Retrofit existing wells or water supplies for local fire department/district use (outlet pipes, valves, and hose thread adaptors); maintain sites; cost-share hose and nozzle for immediate protection at site	Pipe and valve installation and site maintenance: \$10,000 initial, \$2,500 annually	Begin in FY 2018/2019; maintain annually
Pinal County, PCOEM, MLC, ADFFM, CNF, TNF, BLM, and associated fire departments and districts	A1—Develop and maintain written mutual-aid agreements with neighboring fire departments and districts for wildland fire, structure fire, and other emergency response	Staff time, coordination efforts, research, and meetings: \$5,000	Inventory existing agreements; determine deficiencies and implement any needed agreements in FY 2018
Pinal County, PCOEM, MLC, ADFFM, CNF, TNF, BLM, and associated fire departments and districts	A2—Work with Pinal County to develop a notification and evacuation plan for the community	Staff time, coordination efforts, research, and meetings: \$5,000	Begin planning in FY 2018/2019; implement in FY 2019
Pinal County, PCOEM, MLC, ADFFM, CNF, TNF, BLM, APS, SRP and associated fire departments and districts	A3—Work with SRP and APS on vegetative management treatments within and adjacent to utility corridors where opportunities exist	Staff time, coordination efforts, research, and meetings: \$5,000	Begin planning in FY 2018/2019; implement in FY 2020
Pinal County, PCOEM, MLC, ADFFM, TNF, BLM, and associated fire departments and districts	A4—Develop a pre-suppression plan with USFS, BLM, ADFFM and local fire departments and districts in areas near Top of the World and Oracle.	Staff time, coordination efforts, research, and meetings: \$5,000	Begin planning in FY 2019; implement in FY 2020

Note: ADFFM = Arizona Department of Forestry and Fire Management; APS = Arizona Public Service; ADFFM = Arizona Department of Forestry and Fire Management; BLM = Bureau of Land Management; CNF = Coronado National Forest; FY = fiscal year; MLC = Municipalities and local governments, PCOEM = Pinal County Office of Emergency Management; SRP = Salt River Project; TNF = Tonto National Forest; USFS = US Forest Service.

^a Projects are designated by project type (E = equipment; I = Infrastructure; A = administrative) but not ranked in order of importance.

D. Priorities for Promoting Community Involvement through Education, Information, and Outreach

PCOEM and the Working Group would collaborate on implementation of public outreach and education programs for residents to heighten awareness and understanding of the threat that wildland fire poses to the communities and to further fire-adapted community and defensible space goals of the 2018 Pinal County CWPP

Table 4.4 lists the Core Team's priority recommendations for promoting community involvement. Additional programs that could be used or developed to enhance community outreach and education may be implemented in the future. Project partners would include Pinal County, PCOEM, m, CNF, TNF, BLM, ADFFM, and associated fire departments and districts. The Working Group would use the resources of the ADFFM and BLM for additional public education programs and community outreach. Community bulletins and other public service announcements concerning wildfire threat and preparedness should be developed with assistance from local fire departments and districts, ADFFM, and BLM.

Table 4.4. Future Recommendations for Enhanced Public Education, Information, and Outreach

Project	Equipment/Expense	Timeline
Establish and maintain roadside fire-danger warning signs and other informational and directional road signs along major roads as determined by the Pinal County Fire Officers Association	Construction and placement: \$5,000	Construct and implement in FY 2018/19
Create and distribute community bulletin	Development, printing, and distribution costs: \$5,000	Develop in FY 2019; distribute continually
Acquire Redzone or equivalent software and field data recorders or PDAs to complete home fire assessments and implement fire-safe recommendations	Software and data recorder: \$1,300 Assessment completion: \$2,000	Acquire software and complete assessments in FY 2019; implement recommendations in FY 2020
Encourage private businesses that perform Firewise land treatments; encourage market development of WUI by-products from vegetative fuel mitigation programs	Marketing plan to be developed	Initiate community marketing planning meetings in FY 2019
Replace and maintain fencing adjacent to high OHV use areas	Assess in 2019, initial plan for 1 mile of new or repaired fencing	Estimate \$6,000 per mile of standard 4-wire fencing

Note: ADFFM = Arizona Department of Forestry and Fire Management; BLM = Bureau of Land Management; CNF = Coronado National Forest; FY = fiscal year; MLC = Municipalities and local governments; OHV = off-highway vehicle; PCOEM = Pinal County Office of Emergency Management; PDAs = personal digital assistants; TNF = Tonto National Forest; WUI = wildland-urban interface.

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V. MONITORING PLAN

Monitoring following implementation of the action recommendations is essential to ensure that the revised goals of the 2018 Pinal County CWPP are met. It is recommended that the CWPP Working Group will monitor the progress of the revised CWPP action recommendations to determine the effectiveness of ongoing and completed projects in meeting the revised Pinal County objectives, as well as to recommend future projects necessary to meet the 2018 Pinal County CWPP revised goals.

In accordance with Section 102.g.5 of HFRA, communities within Pinal County would be provided an opportunity to participate in any multiparty monitoring program established by other interested parties, such as state and federal agencies, and would be allowed to assess progress toward meeting the 2018 Pinal County CWPP objectives. The Core Team believes that participation in multiparty monitoring would provide effective and meaningful ecological and socioeconomic feedback on fuel modification and treatment projects. Multiparty monitoring would also help BLM, ADFFM, PCOEM, ASLD, Pinal County municipalities, and fire departments and districts better plan future land-management projects.

The Pinal County CWPP administrators may request participation in any post-wildfire analysis and BAER planning effort with lead state or federal agencies. Immediate post-wildfire analysis and planning is essential to Pinal County to protect public safety from possible flood and debris flows, municipal watershed pollution, and other post-wildfire habitat and community impacts.

This section details the performance measures that would be used to assess the effectiveness of implementing the 2018 Pinal County CWPP action recommendations. Monitoring would include assessing and evaluating the implementation of individual fuel modification and treatment projects and a given project's effectiveness in furthering the 2018 Pinal County CWPP objectives.

A. Administrative Oversight, Monitoring, and Pinal County CWPP Reporting

The Pinal County CWPP Working Group—composed of representatives from the Fire Chiefs Association of Pinal County, PCOEM, CNF, TNF, ADFFM, and BLM as well as local fire departments and districts, county and local municipalities, and other concurring agencies—would mutually assist in conducting and monitoring Pinal County CWPP action recommendations. The CWPP Core Team should identify available grants and other funding mechanisms needed to finance implementation of the 2018 Pinal County CWPP action recommendations. Grant information should be routinely searched to identify updated grant application cycles. Potential grant and funding resources are listed in Appendix A of this CWPP.

Following project review, the PCOEM, in coordination with the CWPP Working Group, should report on the outcome of the project implementation and overall progress toward meeting Pinal County CWPP goals. The Core Team should report to the revised CWPP signatories any successful grant awards received for implementing the Pinal County CWPP action recommendations. The Core Team report should include recommendations to the revised CWPP signatories for updating the Community

Mitigation Plan and the Prevention and Loss Mitigation Plan portions of the revised Pinal County CWPP. The Core Team report should support timely decision-making for all levels of government and would provide input necessary for developing future work plans and for prioritizing project recommendations over the life of this Pinal County CWPP. Appendix B provides information on the data used in the analysis of this Pinal County CWPP and the appropriate contacts for updating the CWPP. Once the Pinal County CWPP is updated, it will be submitted to the PCOEM, ADFFM, all participating fire departments and districts, and municipal governments for adoption and signature as a planning document; it would also be provided to CNF, TNF, and BLM for concurrence. Once adoption, signature, and concurrence are achieved, the action recommendations of the updated Pinal County CWPP are to be referenced for funding as part of HFRA, and other available funding sources.

B. Effectiveness Monitoring

Table 5.1 outlines the performance measures that the Core Team should use to monitor and assess status in meeting current Pinal County CWPP performance goals. The CWPP Working Group should assess the current status of wildland fuel hazards and look for any new or developing issues not covered by the 2018 Pinal County CWPP. As new issues arise, such as new invasive-species infestations, this Pinal County CWPP should be updated or amended as necessary to include any further risks and recommendations for treatment needed to meet Pinal County CWPP goals. To help track fuel treatments being planned and completed through local, state, and federal programs, the CWPP administrators should cooperatively provide detailed mapping information to the ADFFM office.

Table 5.1. Performance measures to assess Pinal County CWPP progress

Goal	Performance measure
Improve fire prevention and suppression	<p>Reduction of wildland fire occurrence and acres burned (unplanned) in the WUI:</p> <ul style="list-style-type: none"> • PCOEM has implemented an emergency notification (autophone redial system) and evacuation plan. • Wildland fire preplans for all high-hazard locations across Pinal County have been adopted. • Local fire departments and districts have developed IGAs with Pinal County on nuisance-abatement projects located in high-hazard communities. • Effectiveness monitoring of fire prevention and suppression will include the following: <ul style="list-style-type: none"> — Acres burned and degree of severity of wildland fire — Percentage of wildland fire controlled on initial attack — Number of homes and structures lost to wildland fire • New water sources developed in key areas. • Consistent fire training in use • Wildland firefighter PPE acquired as needed. • Mutual-aid agreements with neighboring fire departments and districts updated and approved.

Goal	Performance measure
Reduce hazardous vegetative fuels	<p>Effective treatment of high-risk areas effectively by acre:</p> <ul style="list-style-type: none"> • Number of treated acres of nonfederal WUI lands that are in VCC or 3 are identified as high priorities by the Pinal County CWPP and should be moved to VCC 1 or another acceptable level of wildland fuel loading and continuity. • Acres treated to acceptable fuel levels within priority treatment management areas. • Total acres treated through any fuel reduction measures, including prescribed fire, that are conducted in, or adjacent to, the WUI. The change of condition class should be determined for small projects or treatment areas through the use of the LANDFIRE database.
Restore watershed health	<p>Acres of fuel reduction or watershed enhancement treatments that meet restoration treatment guidelines for riparian habitats:</p> <ul style="list-style-type: none"> • Coordination with and support of PCOEM, ADFFM, ASLD, and BLM in implementing and determining social, economic, and environmental effects of riparian restoration treatments (Treatments 7 and 9, see Section III, Table 3.1). • Acres of saltcedar-invaded riparian areas identified and undergoing restoration treatments.
Promote community involvement	<p>Initiation of public outreach programs:</p> <ul style="list-style-type: none"> • Countywide community CWPP Working Group initiated. • Public outreach programs and promotions implemented to enhance volunteer efforts to reduce hazardous fuels. • Number and areas (community or dispersed residents) of private landowners supporting and implementing fuel reduction projects. • PCOEM and local fire departments and districts developed and implemented evacuation plans for identified high-risk areas. • Individual home assessments completed in WUI boundary high-risk areas. • Roadside fire-danger warning signs in English and Spanish installed at strategic points within the WUI. • Green-waste disposal and processing site secured and operational. • Fire-awareness articles printed in local newspapers. • Fire-safety awareness program, posters, and information available in public places.
Encourage economic development	<p>Wood products industry growth and diversification to use all sizes of material removed by fuel reduction treatments:</p> <ul style="list-style-type: none"> • Number of value-added wood products developed by the community. • Number of new markets (local firewood sales) for local products created.

Note: ADFFM = Arizona Department of Forestry and Fire Management; ASLD = Arizona State Land Department; BLM = Bureau of Land Management; IGA = intergovernmental agreement; PCOEM = Pinal County Office of Emergency Management; PPE = personal protective equipment; WUI = wildland-urban interface

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VII. DECLARATION OF AGREEMENT AND CONCURRENCE

The following partners in the development of the 2018 Pinal County Community Wildfire Protection Plan have reviewed and do mutually agree or concur with its contents:

Agreement

Pinal County Board of Supervisors	Date
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City of Casa Grande	Date
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City of Apache Junction	Date
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Town of Florence	Date
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Town of Kearny	Date
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City of Maricopa	Date
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Town of Superior	Date
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Town of Coolidge	Date
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Arizona Public Service Company	Date
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Salt River Project	Date
Arizona City Fire District	Date
Avra Valley Fire District	Date
Casa Grande Fire Department	Date
Coolidge Fire Department	Date
Dudleyville Fire District	Date
Eloy Fire District	Date
Florence Fire Department	Date
Kearny Fire Department	Date
Mammoth Fire District	Date
Maricopa Fire Department	Date

North Hidden Valley Fire Department	Date
Oracle Fire District	Date
Pinal Rural Fire Rescue and Medical District	Date
Queen Valley Fire District	Date
Regional Fire District	Date
San Manuel Fire District	Date
Stanfield Fire District	Date
Superior Fire Department	Date
Superstition Fire and Medical District	Date
Thunderbird Fire District	Date

CONCURRENCE

Arizona State Forester Arizona Department of Forestry and Fire Management	Date
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Phoenix District Manager Bureau of Land Management	Date
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Gila District Manager Bureau of Land Management	Date
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Globe District Ranger Tonto National Forest	Date
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Mesa District Ranger Tonto National Forest	Date
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Catalina District Ranger Coronado National Forest	Date
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VIII. GLOSSARY OF FIRE MANAGEMENT TERMS

A

Aerial Fuels: All live and dead vegetation in the forest canopy or above surface fuels, including tree branches, twigs and cones, snags, moss, and high brush.

Aerial Ignition: Ignition of fuels by dropping incendiary devices or materials from aircraft.

Air Tanker: A fixed-wing aircraft equipped to drop fire retardants or suppressants.

Agency: Any federal, state, county, or city government organization participating with jurisdictional responsibilities.

Anchor Point: An advantageous location, usually a barrier to fire spread, from which to start building a fire line. An anchor point is used to reduce the chance of firefighters being flanked by fire.

Appropriate Tools: Methods for reducing hazardous fuels including prescribed fire, wildland fire use, and various mechanical methods such as crushing, tractor and hand piling, thinning (to produce commercial or pre-commercial products), and pruning. They are selected on a site-specific case and are ecologically appropriate and cost effective.

Aramid: The generic name for a high-strength, flame-resistant synthetic fabric used in the shirts and jeans of firefighters. Nomex, a brand name for aramid fabric, is the term commonly used by firefighters.

Aspect: Direction toward which a slope faces.

B

Backfire: A fire set along the inner edge of a fire line to consume the fuel in the path of a wildfire and/or change the direction of force of the fire's convection column.

Backpack Pump: A portable sprayer with hand-pump, fed from a liquid-filled container fitted with straps, used mainly in fire and pest control. (see Bladder Bag)

Bambi Bucket: A collapsible bucket slung below a helicopter. Used to dip water from a variety of sources for fire suppression.

Behave: A system of interactive computer programs for modeling fuel and fire behavior that consists of two systems: BURN and FUEL.

Bladder Bag: A collapsible backpack portable sprayer made of neoprene or high-strength nylon fabric fitted with a pump. (see Backpack Pump)

Blow-up: A sudden increase in fire intensity or rate of spread strong enough to prevent direct control or to upset control plans. Blow-ups are often accompanied by violent convection and may have other characteristics of a fire storm. (see Flare-up)

Glossary adapted from the NIFC, <http://www.nifc.gov/fireinfo/glossary.html> (2006). See also the *Glossary of Wildland Fire Terminology*, <http://www.nwccg.gov> (National Wildfire Coordinating Group, Incident Operations Standards Working Team, 2007).

Brush: A collective term that refers to stands of vegetation dominated by shrubby, woody plants, or low growing trees, usually of a type undesirable for livestock or timber management.

Brush Fire: A fire burning in vegetation that is predominantly shrubs, brush and scrub growth.

Bucket Drops: The dropping of fire retardants or suppressants from specially designed buckets slung below a helicopter.

Buffer Zones: An area of reduced vegetation that separates wildlands from vulnerable residential or business developments. This barrier is similar to a greenbelt in that it is usually used for another purpose such as agriculture, recreation areas, parks, or golf courses.

Bump-up Method: A progressive method of building a fire line on a wildfire without changing relative positions in the line. Work is begun with a suitable space between workers. Whenever one worker overtakes another, all workers ahead move one space forward and resume work on the uncompleted part of the line. The last worker does not move ahead until completing his or her space.

Burnable Acres: Any vegetative material/type that is susceptible to burning.

Burned Area Rehabilitation: The treatment of an ecosystem following fire disturbance to minimize subsequent effects. (1995 Federal Wildland Fire Policy.)

Burn Out: Setting fire inside a control line to widen it or consume fuel between the edge of the fire and the control line.

Burning Ban: A declared ban on open air burning within a specified area, usually due to sustained high fire danger.

Burning Conditions: The state of the combined factors of the environment that affect fire behavior in a specified fuel type.

Burning Index: An estimate of the potential difficulty of fire containment as it relates to the flame length at the most rapidly spreading portion of a fire's perimeter.

Burning Period: That part of each 24-hour period when fires spread most rapidly, typically from 10:00 a.m. to sundown.

Burn Intensity: The amount and rate of surface fuel consumption. It is not a good indicator of the degree of chemical, physical and biological changes to the soil or other resources. (see Fire Severity)

C

Campfire: As used to classify the cause of a wildland fire, a fire that was started for cooking or warming that spreads sufficiently from its source to require action by a fire control agency.

Candle or Candling: A single tree or a very small clump of trees that is burning from the bottom up.

Catastrophic: Fire that burns more intensely than the natural or historical range or variability, thereby fundamentally changing the ecosystem, destroying communities and/or rare or threatened species/habitats,

or causing unacceptable erosion [definition added from the *Proposed Statewide Land Use Plan for Fire, Fuels and Air Quality Management* (USDI Bureau of Land Management 2004)]. (see Severe Wildland Fire)

Chain: A unit of linear measurement equal to 66 horizontal feet.

Closure: Legal restriction, but not necessarily elimination of specified activities such as smoking, camping, or entry that might cause fires in a given area.

Cold Front: The leading edge of a relatively cold air mass that displaces warmer air. The heavier cold air may cause some of the warm air to be lifted. If the lifted air contains enough moisture, the result may be cloudiness, precipitation, and thunderstorms. If both air masses are dry, no clouds may form. Following the passage of a cold front in the Northern Hemisphere, westerly or northwesterly winds of 15 to 30 or more miles per hour often continue for 12 to 24 hours.

Cold Trailing: A method of controlling a partly dead fire edge by carefully inspecting and feeling with the hand for heat to detect any fire, digging out every live spot, and trenching any live edge.

Command Staff: The command staff consists of the information officer, safety officer and liaison officer. They report directly to the incident commander and may have assistants.

Community Impact Zone (CIZ): The zone around a community that may be impacted by wildfire. Similar to Defensible Space, but on a community level.

Complex: Two or more individual incidents located in the same general area, which are assigned to a single incident commander or unified command.

Condition Class: Based on coarse scale national data, Fire Condition Classes measure general wildfire risk as follows:

Condition Class 1. For the most part, fire regimes in this Fire Condition Class are within historical ranges. Vegetation composition and structure are intact. Thus, the risk of losing key ecosystem components from the occurrence of fire remains relatively low.

Condition Class 2. Fire regimes on these lands have been moderately altered from their historical range by either increased or decreased fire frequency. A moderate risk of losing key ecosystem components has been identified on these lands.

Condition Class 3. Fire regimes on these lands have been significantly altered from their historical return interval. The risk of losing key ecosystem components from fire is high. Fire frequencies have departed from historical ranges by multiple return intervals. Vegetation composition, structure and diversity have been significantly altered. Consequently, these lands verge on the greatest risk of ecological collapse. (Cohesive Strategy 2002, in draft)

Contain a Fire: A fuel break around the fire has been completed. This break may include natural barriers or manually and/or mechanically constructed line.

Control a Fire: The complete extinguishment of a fire, including spot fires. Fireline has been strengthened so that flare-ups from within the perimeter of the fire will not break through this line.

Control Line: All built or natural fire barriers and treated fire edge used to control a fire.

Cooperating Agency: An agency supplying assistance other than direct suppression, rescue, support, or service functions to the incident control effort; e.g., Red Cross, law enforcement agency, telephone company, etc.

Coyote Tactics: A progressive line construction duty involving self-sufficient crews that build fire line until the end of the operational period, remain at or near the point while off duty, and begin building fire line again the next operational period where they left off.

Creeping Fire: Fire burning with a low flame length and spreading slowly.

Crew Boss: A person in supervisory charge of usually 16 to 21 firefighters and responsible for their performance, safety, and welfare.

Critical Ignition Zones: Those areas that are likely to be key in the formation of large wildfires if ignition occurs at that location. These include locations such as at the bottom of a hill, or in fuels that will ignite easily and sustain growth of fire with increasing flame lengths and fire intensity.

Crown Fire (Crowning): The movement of fire through the crowns of trees or shrubs more or less independently of the surface fire.

Curing: Drying and browning of herbaceous vegetation or slash.

D

Dead Fuels: Fuels with no living tissue in which moisture content is governed almost entirely by atmospheric moisture (relative humidity and precipitation), dry-bulb temperature, and solar radiation.

Debris Burning: A fire spreading from any fire originally set for the purpose of clearing land or for rubbish, garbage, range, stubble, or meadow burning.

Defensible Space: An area either natural or manmade where material capable of causing a fire to spread has been treated, cleared, reduced, or changed to act as a barrier between an advancing wildland fire and the loss to life, property, or resources. In practice, “defensible space” is defined as an area a minimum of 30 feet around a structure that is cleared of flammable brush or vegetation.

Deployment: See Fire Shelter Deployment.

Detection: The act or system of discovering and locating fires.

Direct Attack: Any treatment of burning fuel, such as by wetting, smothering, or chemically quenching the fire or by physically separating burning from unburned fuel.

Dispatch: The implementation of a command decision to move a resource or resources from one place to another.

Dispatcher: A person employed who receives reports of discovery and status of fires, confirms their locations, takes action promptly to provide people and equipment likely to be needed for control in first attack, and sends them to the proper place.

Dispatch Center: A facility from which resources are directly assigned to an incident.

Division: Divisions are used to divide an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the span-of-control of the operations chief. A division is located with the Incident Command System organization between the branch and the task force/strike team.

Dozer: Any tracked vehicle with a front-mounted blade used for exposing mineral soil.

Dozer Line: Fire line constructed by the front blade of a dozer.

Drip Torch: Hand-held device for igniting fires by dripping flaming liquid fuel on the materials to be burned; consists of a fuel fount, burner arm, and igniter. Fuel used is generally a mixture of diesel and gasoline.

Drop Zone: Target area for air tankers, helitankers, and cargo dropping.

Drought Index: A number representing net effect of evaporation, transpiration, and precipitation in producing cumulative moisture depletion in deep duff or upper soil layers.

Dry Lightning Storm: Thunderstorm in which negligible precipitation reaches the ground. Also called a dry storm.

Duff: The layer of decomposing organic materials lying below the litter layer of freshly fallen twigs, needles, and leaves and immediately above the mineral soil.

E

Ecosystem: A spatially explicit, relative homogeneous unit of the Earth that includes all interacting organisms and components of any part of the natural environment within its boundaries. An ecosystem can be of any size, e.g., a log, pond, field, forest, or the Earth's biosphere (Society of American Foresters, 1998).

Ecosystem Integrity: The completeness of an ecosystem that at geographic and temporal scales maintains its characteristics diversity of biological and physical components, composition, structure, and function (Cohesive Strategy, 2000).

Energy Release Component (ERC): The computed total heat released per unit area (British thermal units per square foot) within the fire front at the head of a moving fire.

Engine: Any ground vehicle providing specified levels of pumping, water and hose capacity.

Engine Crew: Firefighters assigned to an engine. The *Fireline Handbook* defines the minimum crew makeup by engine type.

Entrapment: A situation where personnel are unexpectedly caught in a fire behavior-related, life-threatening position where planned escape routes or safety zones are absent, inadequate, or compromised. An entrapment may or may not include deployment of a fire shelter for its intended purpose. These situations may or may not result in injury. They include "near misses."

Environmental Assessment (EA): EAs were authorized by the National Environmental Policy Act (NEPA) of 1969. They are concise, analytical documents prepared with public participation that determine if an

Environmental Impact Statement (EIS) is needed for a particular project or action. If an EA determines an EIS is not needed, the EA becomes the document allowing agency compliance with NEPA requirements.

Environmental Impact Statement (EIS): EISs were authorized by the National Environmental Policy Act (NEPA) of 1969. Prepared with public participation, they assist decision makers by providing information, analysis and an array of action alternatives, allowing managers to see the probable effects of decisions on the environment. Generally, EISs are written for large-scale actions or geographical areas.

Equilibrium Moisture Content: Moisture content that a fuel particle will attain if exposed for an infinite period in an environment of specified constant temperature and humidity. When a fuel particle reaches equilibrium moisture content, net exchange of moisture between it and the environment is zero.

Escape Route: A preplanned and understood route firefighters take to move to a safety zone or other low-risk area, such as an already burned area, previously constructed safety area, a meadow that won't burn, natural rocky area that is large enough to take refuge without being burned. When escape routes deviate from a defined physical path, they should be clearly marked (flagged).

Escaped Fire: A fire that has exceeded or is expected to exceed initial attack capabilities or prescription.

Extended Attack Incident: A wildland fire that has not been contained or controlled by initial attack forces and for which more firefighting resources are arriving, en route, or being ordered by the initial attack incident commander.

Extreme Fire Behavior: "Extreme" implies a level of fire behavior characteristics that ordinarily precludes methods of direct control action. One or more of the following is usually involved: high rate of spread, prolific crowning and/or spotting, presence of fire whirls, strong convection column. Predictability is difficult because such fires often exercise some degree of influence on their environment and behave erratically, sometimes dangerously.

F

Faller: A person who fells trees. Also called a sawyer or cutter.

Field Observer: Person responsible to the Situation Unit Leader for collecting and reporting information about an incident obtained from personal observations and interviews.

Fine (Light) Fuels: Fast-drying fuels, generally with a comparatively high surface area-to-volume ratio, which are less than 1/4-inch in diameter and have a timelag of one hour or less. These fuels readily ignite and are rapidly consumed by fire when dry.

Fingers of a Fire: The long narrow extensions of a fire projecting from the main body.

Fire Behavior: The manner in which a fire reacts to the influences of fuel, weather and topography.

Fire Behavior Forecast: Prediction of probable fire behavior, usually prepared by a Fire Behavior Officer, in support of fire suppression or prescribed burning operations.

Fire Behavior Specialist: A person responsible to the Planning Section Chief for establishing a weather data collection system and for developing fire behavior predictions based on fire history, fuel, weather and topography.

Firebreak: A natural or constructed barrier used to stop or check fires that may occur or to provide a control line from which to work.

Fire Cache: A supply of fire tools and equipment assembled in planned quantities or standard units at a strategic point for exclusive use in fire suppression.

Fire Crew: An organized group of firefighters under the leadership of a crew leader or other designated official.

Fire Defense System: The cumulative effect of the fire suppression system of a community, including fuels reduction programs, fire breaks, defensible space, and the response capabilities of emergency personnel.

Fire Frequency: The natural return interval for a particular ecosystem.

Fire Front: The part of a fire within which continuous flaming combustion is taking place. Unless otherwise specified the fire front is assumed to be the leading edge of the fire perimeter. In ground fires, the fire front may be mainly smoldering combustion.

Fire Hazard Reduction Zone: Home ignition zone area, where fuel reduction and home fire resistant projects should take place to reduce the risk of a wildfire damaging a structure.

Fire Intensity: A general term relating to the heat energy released by a fire.

Fire Line: A linear fire barrier that is scraped or dug to mineral soil.

Fire Load: The number and size of fires historically experienced on a specified unit over a specified period (usually one day) at a specified index of fire danger.

Fire Management Plan (FMP): A strategic plan that defines a program to manage wildland and prescribed fires and documents the Fire Management Program in the approved land use plan. The plan is supplemented by operational plans such as preparedness plans, preplanned dispatch plans, prescribed fire plans, and prevention plans.

Fire Management Planning: A generic term referring to all levels and categories of fire management planning, including: preparedness, prevention, hazardous risk assessment, and mitigation planning.

Fire Perimeter: The entire outer edge or boundary of a fire.

Fire-prone ecosystem: Ecosystems that historically burned intensely at low frequencies (stand replacing fires), those that burned with low intensity at a high frequency (understory fires), and those that burned very infrequently historically, but are not subject to much more frequent fires because of changed conditions. These include fire-influenced and fire-adapted ecosystems (Cohesive Strategy, 2000).

Fire Regime: A generalized description of the role fire plays in an ecosystem. It is characterized by fire frequency, predictability, seasonality, intensity, duration, scale (patch size), as well as regularity or variability. Five combinations of fire frequency, expressed as fire return interval in fire severity, are defined:

Groups I and II include fire return intervals in the 0–35 year range. Group I includes Ponderosa pine, other long needle pine species, and dry site Douglas fir. Group II includes the drier grassland types, tall grass prairie, and some Pacific chaparral ecosystems.

Groups III and IV include fire return intervals in the 35–100+ year range. Group III includes interior dry site shrub communities such as sagebrush and chaparral ecosystems. Group IV includes lodgepole pine and jack pine.

Group V is the long interval (infrequent), stand replacement fire regime and includes temperate rain forest, boreal forest, and high elevation conifer species.

Fire-Return Interval: The number of years between successive fire events at a specific site or an area of a specified size.

Fire Risk Reduction Zone: A zone targeted for risk reduction, including measures such as fuels reduction, access protection, and construction of structures to minimize the risk of ignition from wildfire.

Fire Season: (1) Period(s) of the year during which wildland fires are likely to occur, spread, and affect resource values sufficient to warrant organized fire management activities. (2) A legally enacted time during which burning activities are regulated by state or local authority.

Fire Severity: The amount of heat that is released by a fire and how it affects other resources. It is dependent on the type of fuels and the behavior of the fuels when they are burned. (see Burn Intensity)

Fire Shelter: An aluminized tent offering protection by means of reflecting radiant heat and providing a volume of breathable air in a fire entrapment situation. Fire shelters should only be used in life-threatening situations, as a last resort.

Fire Shelter Deployment: The removing of a fire shelter from its case and using it as protection against fire.

Firestorm: A fire of great size and intensity that generates and is fed by strong inrushing winds from all sides; the winds add fresh oxygen to the fire, increasing the intensity.

Fire Triangle: Instructional aid in which the sides of a triangle are used to represent the three factors (oxygen, heat, fuel) necessary for combustion and flame production; removal of any of the three factors causes flame production to cease.

Fire Use Module (Prescribed Fire Module): A team of skilled and mobile personnel dedicated primarily to prescribed fire management. These are national and interagency resources, available throughout the prescribed fire season, that can ignite, hold and monitor prescribed fires.

Fire Use: The combination of wildland fire use and prescribed fire application to meet resource objectives.

Fire Weather: Weather conditions that influence fire ignition, behavior and suppression.

Fire Weather Watch: A term used by fire weather forecasters to notify using agencies, usually 24 to 72 hours ahead of the event, that current and developing meteorological conditions may evolve into dangerous fire weather.

Fire Whirl: Spinning vortex column of ascending hot air and gases rising from a fire and carrying aloft smoke, debris, and flame. Fire whirls range in size from less than one foot to more than 500 feet in diameter. Large fire whirls have the intensity of a small tornado.

Firewise: A public education program developed by the National Wildland Fire Coordinating Group that assists communities located in proximity to fire-prone lands. (For additional information, see <http://www.firewise.org>)

Firefighting Resources: All people and major items of equipment that can or potentially could be assigned to fires.

Flame Height: The average maximum vertical extension of flames at the leading edge of the fire front. Occasional flashes that rise above the general level of flames are not considered. This distance is less than the flame length if flames are tilted due to wind or slope.

Flame Length: The distance between the flame tip and the midpoint of the flame depth at the base of the flame (generally the ground surface); an indicator of fire intensity.

Flaming Front: The zone of a moving fire where the combustion is primarily flaming. Behind this flaming zone, combustion is primarily glowing. Light fuels typically have a shallow flaming front, whereas heavy fuels have a deeper front. Also called fire front.

Flanks of a Fire: The parts of a fire's perimeter that are roughly parallel to the main direction of spread.

Flare-up: Any sudden acceleration of fire spread or intensification of a fire. Unlike a blow-up, a flare-up lasts a relatively short time and does not radically change control plans.

Flash Fuels: Fuels such as grass, leaves, draped pine needles, fern, tree moss and some kinds of slash, that ignite readily and are consumed rapidly when dry. Also called fine fuels.

Forb: A plant with a soft, rather than permanent woody stem, that is not a grass or grass-like plant.

Fuel: Combustible material. Includes, vegetation, such as grass, leaves, ground litter, plants, shrubs and trees, that feed a fire. (see Surface Fuels)

Fuel Bed: An array of fuels usually constructed with specific loading, depth and particle size to meet experimental requirements; also, commonly used to describe the fuel composition in natural settings.

Fuel Loading: The amount of fuel present expressed quantitatively in terms of weight of fuel per unit area.

Fuel Model: Simulated fuel complex (or combination of vegetation types) for which all fuel descriptors required for the solution of a mathematical rate of spread model have been specified.

Fuel Moisture (Fuel Moisture Content): The quantity of moisture in fuel expressed as a percentage of the weight when thoroughly dried at 212 degrees Fahrenheit.

Fuel Reduction: Manipulation, including combustion, or removal of fuels to reduce the likelihood of ignition and/or to lessen potential damage and resistance to control. Incorporated within this are treatments to protect, maintain, and restore land health and desired fire cycles.

Fuel Type: An identifiable association of fuel elements of a distinctive plant species, form, size, arrangement, or other characteristics that will cause a predictable rate of fire spread or difficulty of control under specified weather conditions.

Fusee: A colored flare designed as a railway-warning device and widely used to ignite suppression and prescription fires.

G

General Staff: The group of incident management personnel reporting to the incident commander. They may each have a deputy, as needed. Staff consists of operations section chief, planning section chief, logistics section chief, and finance/administration section chief.

Geographic Area: A political boundary designated by the wildland fire protection agencies, where these agencies work together in the coordination and effective utilization of firefighting resources.

Ground Fuel: All combustible materials below the surface litter, including duff, tree or shrub roots, dried out dead wood, peat, and sawdust that normally support a glowing combustion without flame.

H

Haines Index: An atmospheric index used to indicate the potential for wildfire growth by measuring the stability and dryness of the air over a fire.

Hand Line: A fire line built with hand tools.

Hazard Reduction: Any treatment of a hazard that reduces the threat of ignition and fire intensity or rate of spread.

Hazardous Fuels Reduction: “Fuel Reduction” is defined as the manipulation or removal of fuels, including combustion, to reduce the likelihood of ignition and/or to lessen potential damage and resistance to control. Incorporated within this are treatments to protect, maintain, and restore land health and desired fire cycles. “Hazard Reduction” is defined as any treatment of a hazard that reduces the threat of ignition and fire intensity or rate of spread.

Head of a Fire: The side of the fire having the fastest rate of spread.

Heavy Fuels: Fuels of large diameter such as snags, logs, large limb wood, that ignite and are consumed more slowly than flash fuels.

Helibase: The main location within the general incident area for parking, fueling, maintaining, and loading helicopters. The helibase is usually located at or near the incident base.

Helispot: A temporary landing spot for helicopters.

Helitack: The use of helicopters to transport crews, equipment, and fire retardants or suppressants to the fire line during the initial stages of a fire.

Helitack Crew: A group of firefighters trained in the technical and logistical use of helicopters for fire suppression.

Holding Actions: Planned actions required to achieve wildland prescribed fire management objectives. These actions have specific implementation timeframes for fire use actions but can have less sensitive implementation demands for suppression actions.

Holding Resources: Firefighting personnel and equipment assigned to do all required fire suppression work following fire line construction but generally not including extensive mop-up.

Home Ignitability: The ignition potential within the Home Ignition Zone.

Home Ignition Zone: The home and its immediate surroundings. The home ignition zone includes the home and all ignitable materials up to 200 feet from the foundation.

Hose Lay: Arrangement of connected lengths of fire hose and accessories on the ground, beginning at the first pumping unit and ending at the point of water delivery.

Hotshot Crew: A highly trained fire crew used mainly to build fire lines by hand.

Hotspot: A particular active part of a fire.

Hotspotting: Reducing or stopping the spread of fire at points of particularly rapid rate of spread or special threat, generally the first step in prompt control, with emphasis on first priorities.

I

Incendiary: Causing or capable of causing fire.

Incident: A human-caused or natural occurrence, such as wildland fire, that requires emergency service action to prevent or reduce the loss of life or damage to property or natural resources.

Incident Action Plan (IAP): Contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next operational period. The plan may be oral or written. When written, the plan may have a number of attachments, including: incident objectives, organization assignment list, division assignment, incident radio communication plan, medical plan, traffic plan, safety plan, and incident map.

Incident Command Post (ICP): Location at which primary command functions are executed. The ICP may be co-located with the incident base or other incident facilities.

Incident Command System (ICS): The combination of facilities, equipment, personnel, procedure and communications operating within a common organizational structure, with responsibility for the management of assigned resources to effectively accomplish stated objectives pertaining to an incident.

Incident Commander: Individual responsible for the management of all incident operations at the incident site.

Incident Management Team: The incident commander and appropriate general or command staff personnel assigned to manage an incident.

Incident Objectives: Statements of guidance and direction necessary for selection of appropriate strategy(ies), and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed.

Indigenous Knowledge: Knowledge of a particular region or environment from an individual or group that lives in that particular region or environment, e.g., traditional ecological knowledge of American Indians (FS National Resource Book on American Indian and Alaskan Native Relations, 1997).

Infrared Detection: The use of heat sensing equipment, known as Infrared Scanners, for detection of heat sources that are not visually detectable by the normal surveillance methods of either ground or air patrols.

Initial Attack: The actions taken by the first resources to arrive at a wildfire to protect lives and property, and prevent further extension of the fire.

J

Job Hazard Analysis: This analysis of a project is completed by staff to identify hazards to employees and the public. It identifies hazards, corrective actions and the required safety equipment to ensure public and employee safety.

Jump Spot: Selected landing area for smokejumpers.

Jump Suit: Approved protection suite work by smokejumpers.

K

Keech Byram Drought Index (KBDI): Commonly used drought index adapted for fire management applications, with a numerical range from 0 (no moisture deficiency) to 800 (maximum drought).

Knock Down: To reduce the flame or heat on the more vigorously burning parts of a fire edge.

L

Ladder Fuels: Fuels that provide vertical continuity between strata, thereby allowing fire to carry from surface fuels into the crowns of trees or shrubs with relative ease. They help initiate and assure the continuation of crowning.

Large Fire: (1) For statistical purposes, a fire burning more than a specified area of land, for example, 300 acres. (2) A fire burning with a size and intensity such that its behavior is determined by interaction between its own convection column and weather conditions above the surface.

Lead Plane: Aircraft with pilot used to make dry runs over the target area to check wing and smoke conditions and topography and to lead air tankers to targets and supervise their drops.

Light (Fine) Fuels: Fast-drying fuels, generally with a comparatively high surface area-to-volume ratio, which are less than 1/4-inch in diameter and have a timelag of one hour or less. These fuels readily ignite and are rapidly consumed by fire when dry.

Lightning Activity Level (LAL): A number on a scale of 1 to 6 that reflects frequency and character of cloud-to-ground lightning. The scale is exponential, based on powers of 2 (i.e., LAL 3 indicates twice the lightning of LAL 2).

Line Scout: A firefighter who determines the location of a fire line.

Litter: Top layer of the forest, scrubland, or grassland floor, directly above the fermentation layer, composed of loose debris of dead sticks, branches, twigs, and recently fallen leaves or needles, little altered in structure by decomposition.

Live Fuels: Living plants, such as trees, grasses, and shrubs, in which the seasonal moisture content cycle is controlled largely by internal physiological mechanisms, rather than by external weather influences.

M

Micro-Remote Environmental Monitoring System (Micro-REMS): Mobile weather monitoring station. A Micro-REMS usually accompanies an incident meteorologist and ATMU to an incident.

Mineral Soil: Soil layers below the predominantly organic horizons; soil with little combustible material.

Mobilization: The process and procedures used by all organizations, federal, state and local for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Modular Airborne Firefighting System (MAFFS): A manufactured unit consisting of five interconnecting tanks, a control pallet, and a nozzle pallet, with a capacity of 3,000 gallons, designed to be rapidly mounted inside an unmodified C-130 (Hercules) cargo aircraft for use in dropping retardant on wildland fires.

Mop-up: To make a fire safe or reduce residual smoke after the fire has been controlled by extinguishing or removing burning material along or near the control line, felling snags, or moving logs so they won't roll downhill.

Multiagency Coordination (MAC): A generalized term that describes the functions and activities of representatives of involved agencies and/or jurisdictions who come together to make decisions regarding the prioritizing of incidents and the sharing and use of critical resources. The MAC organization is not a part of the on-scene ICS and is not involved in developing incident strategy or tactics.

Mutual Aid Agreement: Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

N

National Environmental Policy Act (NEPA): NEPA is the basic national law for protection of the environment, passed by Congress in 1969. It sets policy and procedures for environmental protection, and authorizes Environmental Impact Statements and Environmental Assessments to be used as analytical tools to help federal managers make decisions.

National Fire Danger Rating System (NFDRS): A uniform fire danger rating system that focuses on the environmental factors that control the moisture content of fuels.

National Wildfire Coordinating Group (NWCG): A group formed under the direction of the Secretaries of Agriculture and the Interior and comprised of representatives of the US Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, US Fish and Wildlife Service, and Association of State Foresters. The group's purpose is to facilitate coordination and effectiveness of wildland fire activities and provide a forum to discuss, recommend action, or resolve issues and problems of substantive nature. NWCG is the certifying body for all courses in the National Fire Curriculum.

Nomex: Trade name for a fire-resistant synthetic material used in the manufacturing of flight suits and pants and shirts used by firefighters. (see Aramid)

Normal Fire Season: (1) A season when weather, fire danger, and number and distribution of fires are about average. (2) Period of the year that normally comprises the fire season.

O

Operations Branch Director: Person under the direction of the operations section chief who is responsible for implementing that portion of the incident action plan appropriate to the branch.

Operational Period: The period of time scheduled for execution of a given set of tactical actions as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not more than 24 hours.

Overhead: People assigned to supervisory positions, including incident commanders, command staff, general staff, directors, supervisors, and unit leaders.

P

Pack Test: Used to determine the aerobic capacity of fire suppression and support personnel and assign physical fitness scores. The test consists of walking a specified distance, with or without a weighted pack, in a predetermined period of time, with altitude corrections.

Paracargo: Anything dropped, or intended for dropping, from an aircraft by parachute, by other retarding devices, or by free fall.

Peak Fire Season: That period of the fire season during which fires are expected to ignite most readily, to burn with greater than average intensity, and to create damages at an unacceptable level.

Performance Measures: A quantitative or qualitative characterization of performance (Government Performance and Results Act of 1993).

Personal Protective Equipment (PPE): All firefighting personnel must be equipped with proper equipment and clothing in order to mitigate the risk of injury from, or exposure to, hazardous conditions encountered while working. PPE includes, but is not limited to, 8-inch-high laced leather boots with lug soles, fire shelter, hard hat with chin strap, goggles, ear plugs, aramid shirts and trousers, leather gloves, and individual first aid kits.

Preparedness: Condition or degree of being ready to cope with a potential fire situation.

Prescribed Fire: Any fire ignited by management actions under certain, predetermined conditions to meet specific objectives related to hazardous fuels or habitat improvement. A written, approved prescribed fire plan must exist, and NEPA requirements must be met, prior to ignition.

Prescribed Fire Plan (Burn Plan): This document provides the prescribed fire burn boss information needed to implement an individual prescribed fire project.

Prescription: Measurable criteria that define conditions under which a prescribed fire may be ignited, guide selection of appropriate management responses, and indicate other required actions. Prescription criteria may include safety, economic, public health, environmental, geographic, administrative, social, or legal considerations.

Prevention: Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact, and reduction of fuel hazards.

Project Fire: A fire of such size or complexity that a large organization and prolonged activity is required to suppress it.

Pulaski: A combination chopping and trenching tool, which combines a single-bitted axe-blade with a narrow adze-like trenching blade fitted to a straight handle. Useful for grubbing or trenching in duff and matted roots. Well-balanced for chopping.

R

Radiant Burn: A burn received from a radiant heat source.

Radiant Heat Flux: The amount of heat flowing through a given area in a given time, usually expressed as calories/square centimeter/second.

Rappelling: Technique of landing specifically trained firefighters from hovering helicopters; involves sliding down ropes with the aid of friction-producing devices.

Rate of Spread: The relative activity of a fire in extending its horizontal dimensions. It is expressed as a rate of increase of the total perimeter of the fire, as rate of forward spread of the fire front, or as rate of increase in area, depending on the intended use of the information. Usually it is expressed in chains or acres per hour for a specific period in the fire's history.

Reburn: The burning of an area that has been previously burned but that contains flammable fuel that ignites when burning conditions are more favorable; an area that has reburned.

Red Card: Fire qualification card issued to fire rated persons showing their training needs and their qualifications to fill specified fire suppression and support positions in a large fire suppression or incident organization.

Red Flag Warning: Term used by fire weather forecasters to alert forecast users to an ongoing or imminent critical fire weather pattern.

Rehabilitation: The activities necessary to repair damage or disturbance caused by wildland fires or the fire suppression activity.

Relative Humidity (Rh): The ratio of the amount of moisture in the air, to the maximum amount of moisture that air would contain if it were saturated. The ratio of the actual vapor pressure to the saturated vapor pressure.

Remote Automatic Weather Station (RAWS): An apparatus that automatically acquires, processes, and stores local weather data for later transmission to the GOES Satellite, from which the data is re-transmitted to an earth-receiving station for use in the National Fire Danger Rating System.

Resiliency: The capacity of an ecosystem to maintain or regain normal function and development following disturbance (Society of American Foresters, 1998).

Resources: (1) Personnel, equipment, services and supplies available, or potentially available, for assignment to incidents. (2) The natural resources of an area, such as timber, grass, watershed values, recreation values, and wildlife habitat.

Resource Management Plan (RMP): A document prepared by field office staff with public participation and approved by field office managers that provides general guidance and direction for land management activities at a field office. The RMP identifies the need for fire in a particular area and for a specific benefit.

Resource Order: An order placed for firefighting or support resources.

Response Time: The amount of time it takes from when a request for help is received by the emergency dispatch system until emergency personnel arrive at the scene.

Retardant: A substance or chemical agent that reduces the flammability of combustibles.

Restoration: The active or passive management of an ecosystem or habitat toward its original structure, natural compliment of species, and natural functions or ecological processes (Cohesive Strategy, 2000).

Run (of a fire): The rapid advance of the head of a fire with a marked change in fire line intensity and rate of spread from that noted before and after the advance.

Running: A rapidly spreading surface fire with a well-defined head.

Rural Fire Assistance: The Department of the Interior Rural Fire Assistance program is a multi-million dollar program to enhance the fire protection capabilities of rural fire districts. The program will assist with training, equipment purchase, and prevention activities, on a cost-share basis.

S

Safety Zone: An area cleared of flammable materials used for escape in the event the line is outflanked or in case a spot fire causes fuels outside the control line to render the line unsafe. In firing operations, crews progress so as to maintain a safety zone close at hand allowing the fuels inside the control line to be consumed before going ahead. Safety zones may also be constructed as integral parts of fuel breaks; they are greatly enlarged areas, which can be used with relative safety by firefighters and their equipment in the event of a blow-up in the vicinity.

Scratch Line: An unfinished preliminary fire line hastily established or built as an emergency measure to check the spread of fire.

Severe Wildland Fire (catastrophic wildfire): Fire that burns more intensely than the natural or historical range of variability, thereby fundamentally changing the ecosystem, destroying communities and / or rare or threatened species /habitat, or causing unacceptable erosion (GAO / T-RCED-99-79) (Society of American Foresters, 1998).

Severity Funding: Funds provided to increase wildland fire suppression response capability necessitated by abnormal weather patterns, extended drought, or other events causing abnormal increase in the fire potential and/or danger.

Single Resource: An individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident.

Size-up: To evaluate a fire to determine a course of action for fire suppression.

Slash: Debris left after logging, pruning, thinning or brush cutting; includes logs, chips, bark, branches, stumps and broken understory trees or brush.

Sling Load: Any cargo carried beneath a helicopter and attached by a lead line and swivel.

Slop-over: A fire edge that crosses a control line or natural barrier intended to contain the fire.

Slurry: A mixture typically of water, red clay, and fertilizer dropped from air tankers for fire suppression.

Smokejumper: A firefighter who travels to fires by aircraft and parachute.

Smoke Management: Application of fire intensities and meteorological processes to minimize degradation of air quality during prescribed fires.

Smoldering Fire: A fire burning without flame and barely spreading.

Snag: A standing dead tree or part of a dead tree from which at least the smaller branches have fallen.

Spark Arrester: A device installed in a chimney, flue, or exhaust pipe to stop the emission of sparks and burning fragments.

Spot Fire: A fire ignited outside the perimeter of the main fire by flying sparks or embers.

Spot Weather Forecast: A special forecast issued to fit the time, topography, and weather of each specific fire. These forecasts are issued upon request of the user agency and are more detailed, timely, and specific than zone forecasts.

Spotter: In smokejumping, the person responsible for selecting drop targets and supervising all aspects of dropping smokejumpers.

Spotting: Behavior of a fire producing sparks or embers that are carried by the wind and start new fires beyond the zone of direct ignition by the main fire.

Staging Area: Locations set up at an incident where resources can be placed while awaiting a tactical assignment on a three-minute available basis. Staging areas are managed by the operations section.

Strategy: The science and art of command as applied to the overall planning and conduct of an incident.

Strike Team: Specified combinations of the same kind and type of resources, with common communications, and a leader.

Strike Team Leader: Person responsible to a division/group supervisor for performing tactical assignments given to the strike team.

Structure Fire: Fire originating in and burning any part or all of any building, shelter, or other structure.

Suppressant: An agent, such as water or foam, used to extinguish the flaming and glowing phases of combustion when direction applied to burning fuels.

Suppression: All the work of extinguishing or containing a fire, beginning with its discovery.

Surface Fuels: Loose surface litter on the soil surface, normally consisting of fallen leaves or needles, twigs, bark, cones, and small branches that have not yet decayed enough to lose their identity; also grasses, forbs, low and medium shrubs, tree seedlings, heavier branchwood, downed logs, and stumps interspersed with or partially replacing the litter.

Swamper: (1) A worker who assists fallers and/or sawyers by clearing away brush, limbs and small trees. Carries fuel, oil and tools and watches for dangerous situations. (2) A worker on a dozer crew who pulls winch line, helps maintain equipment, etc., to speed suppression work on a fire.

T

Tactics: Deploying and directing resources on an incident to accomplish the objectives designated by strategy.

Tanker: Either a tank truck used to deliver water from a water source to the scene of a fire, or a fixed wing aircraft used for fire suppression by dropping slurry on the flank or head of a fire.

Temporary Flight Restrictions (TFR): A restriction requested by an agency and put into effect by the Federal Aviation Administration in the vicinity of an incident that restricts the operation of nonessential aircraft in the airspace around that incident.

Terra Torch: Device for throwing a stream of flaming liquid, used to facilitate rapid ignition during burn out operations on a wildland fire or during a prescribed fire operation.

Test Fire: A small fire ignited within the planned burn unit to determine the characteristic of the prescribed fire, such as fire behavior, detection performance and control measures.

Timelag: Time needed under specified conditions for a fuel particle to lose about 63 percent of the difference between its initial moisture content and its equilibrium moisture content. If conditions remain unchanged, a fuel will reach 95 percent of its equilibrium moisture content after four timelag periods.

Torching: The ignition and flare-up of a tree or small group of trees, usually from bottom to top.

Two-way Radio: Radio equipment with transmitters in mobile units on the same frequency as the base station, permitting conversation in two directions using the same frequency in turn.

Type: The capability of a firefighting resource in comparison to another type. Type 1 usually means a greater capability due to power, size, or capacity.

U

Uncontrolled Fire: Any fire that threatens to destroy life, property, or natural resources and (a) is not burning within the confines of firebreaks or (b) is burning with such intensity that it could not be readily extinguished with ordinary tools commonly available [Parts a and b of definition added from the National Wildfire Coordinating Group's *Glossary of Wildland Fire Terminology*, <http://www.nwccg.gov/pms/pubs/glossary>]. (see Wildfire)

Underburn: A fire that consumes surface fuels but not trees or shrubs. (see Surface Fuels)

Unplanned and Unwanted Wildland Fires: An unplanned and unwanted fire is one burning outside the parameters as defined in land use plans and fire management plans for that location (including areas where the fire can be expected to spread) under current and expected conditions. Unplanned and unwanted fires include fires burning in areas where fire is specifically excluded; fires that exhibit burning characteristics (intensity, frequency, and seasonality) that are outside prescribed ranges, specifically including fires expected to produce severe fire effects; unauthorized human caused fires (arson, escaped camp fires, equipment fires, etc.); and fires that occur during high fire dangers, or resource shortage, where the resources needed to manage the fire are needed for more critical fire management needs. Unplanned is not the same as unscheduled. The time of a lightning fire ignition is not known; however, a lightning-caused fire could still be used to meet fuels and ecosystem management objectives if that type of fire is expected to burn within the parameters of an approved plan; the fire is burning within the parameters for the area; is not causing, or has the potential to cause, unacceptable effects; and funding and resources to manage the fire are available.

V

Vectors: Directions of fire spread as related to rate of spread calculations (in degrees from upslope).

Volunteer Fire Department (VFD): A fire department of which some or all members are unpaid.

W

Water Tender: A ground vehicle capable of transporting specified quantities of water.

Weather Information and Management System (WIMS): An interactive computer system designed to accommodate the weather information needs of all federal and state natural resource management agencies. Provides timely access to weather forecasts, current and historical weather data, the National Fire Danger Rating System (NFDRS), and the National Interagency Fire Management Integrated Database (NIFMID).

Wet Line: A line of water, or water and chemical retardant, sprayed along the ground, that serves as a temporary control line from which to ignite or stop a low-intensity fire.

Wildfire: An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fire where the objective is to put the fire out [definition added from the National Wildfire Coordinating Group's *Glossary of Wildland Fire Terminology*, <http://www.nwccg.gov/pms/pubs/glossary>]. (see Uncontrolled Fire; Wildland Fire)

Wildland: Wildland is an area of land where plants and animals exist free of human interference. Ecologists assert that wildlands promote biodiversity, that they preserve historic genetic traits and that they provide habitat for wild flora and fauna [definition added from Wikipedia, <http://en.wikipedia.org/wiki/Wildland>].

Wildland Fire: Any nonstructure fire, other than prescribed fire, that occurs in the wildland.

Wildland Fire Implementation Plan (WFIP): A progressively developed assessment and operational management plan that documents the analysis and selection of strategies and describes the appropriate management response for a wildland fire being managed for resource benefits.

Wildland Fire Situation Analysis (WFSA): A decision-making process that evaluates alternative suppression strategies against selected environmental, social, political, and economic criteria. Provides a record of decisions.

Wildland Fire Use: The management of naturally ignited wildland fires to accomplish specific, planned resource management objectives in predefined geographic areas outlined in Fire Management Plans. Wildland fire use is not to be confused with "fire use," which includes prescribed fire.

Wildland Urban Interface (WUI): The line, area or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels (*Glossary of Wildland Fire Terminology*, 1996).

Wind Vectors: Wind directions used to calculate fire behavior.

APPENDIX A. EDUCATIONAL RESOURCES

A. Information

Arizona Department of Forestry and Fire Management

<https://dffm.az.gov/fire/prevention/firewise>

Arizona Interagency Fire Prevention

<http://wildlandfire.az.gov/>

Fire Adapted Communities

<https://fireadapted.org/>

Fire Adapted Communities Learning Network

<https://fireadaptednetwork.org/>

International Association of Fire Chiefs

<https://www.iafc.org/topics-and-tools/wildland>

National Cohesive Wildland Fire Management Strategy

<https://www.forestsandrangelands.gov/strategy/thestrategy.shtml>

National Fire Protection Association Firewise USA

<https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>

Ready - National Public Service Campaign

<https://www.ready.gov/wildfires>

Southwest Fire Science Consortium

<http://www.swfireconsortium.org/>

Tamarisk Coalition

<http://www.tamariskcoalition.org/>

US Fire Administration

<https://www.usfa.fema.gov/prevention/outreach/wildfire.html>

B. Grants

Arizona Department of Forestry and Fire Management

<https://dffm.az.gov/grants>

Federal Emergency Management Agency Hazard Mitigation Grant Program

<https://www.fema.gov/hazard-mitigation-grant-program>

Grant Opportunities

<http://www.grants.gov>.

National Association of State Foresters

<https://stateforesters.org/current-issues-and-policy/current-issues/appropriations-0>

US Fire Administration

<http://www.usfa.fema.gov/dhtml/inside-usfa/grants.cfm>

APPENDIX B. INFORMATION DATA SHEET AND CONTACTS

B.1. CWPP Base Information Data Source

Name	Type	Source	Contact / Web Address
Wildland Fuel Hazards	Feature Class	Logan Simpson Design Inc.	Roy Baker (480) 967-1343; rbaker@logansimpson.com
Wildland-Urban Interface (WUI)	Feature Class	Logan Simpson Design Inc.	Roy Baker (480) 967-1343; rbaker@logansimpson.com
Existing Vegetation Type	Raster	LANDFIRE (2014)	https://www.landfire.gov/vegetation.php
Land Ownership	Feature Class	Arizona State Land Department	Land Resources Information System Published October 29, 2007 Gary Irish, (602) 542-2605
Structure Data	Feature Class	Pinal County	Pinal County GIS Benjamin Coker, (520) 866-6985
State Ignition History	Feature Class	FAMWEB	https://fam.nwcg.gov/fam-web/
Federal Ignition History	Feature Class	Federal Fire Occurrence Website	https://wildfire.cr.usgs.gov/firehistory/index.html
Canopy Cover	Raster	LANDFIRE (2012)	https://www.landfire.gov/cc.php
Fire Behavior Fuel Models	Raster	LANDFIRE (2012)	https://www.landfire.gov/fbfm40.php
Aspect	Raster	LANDFIRE (2012)	https://www.landfire.gov/aspect.php
Elevation	Raster	LANDFIRE (2012)	https://www.landfire.gov/elevation.php
Slope	Raster	LANDFIRE (2012)	https://www.landfire.gov/slope.php
Flame Length	Raster	FlamMap Output (2018)	Roy Baker (480) 967-1343; rbaker@logansimpson.com
Rate of Spread	Raster	FlamMap Output (2018)	Roy Baker (480) 967-1343; rbaker@logansimpson.com

All final-analysis GIS data—including flammability analysis, fuel hazards analysis, ignition history and density, community values analysis, cumulative risk analysis, and treatment management units—are located at the Pinal County Office of Emergency Services and at Logan Simpson.

B.2. Pinal County CWPP Contacts

Charles Kmet
Emergency Manager
Pinal County Office of Emergency Management
31 N. Pinal Street, Building F
Florence, Arizona 85132
Office: (520) 866-6684
Charles.kmet@pinalcountyz.gov

Chris Bockey
Project Manager
Logan Simpson
51 W. Third Street, Suite 450
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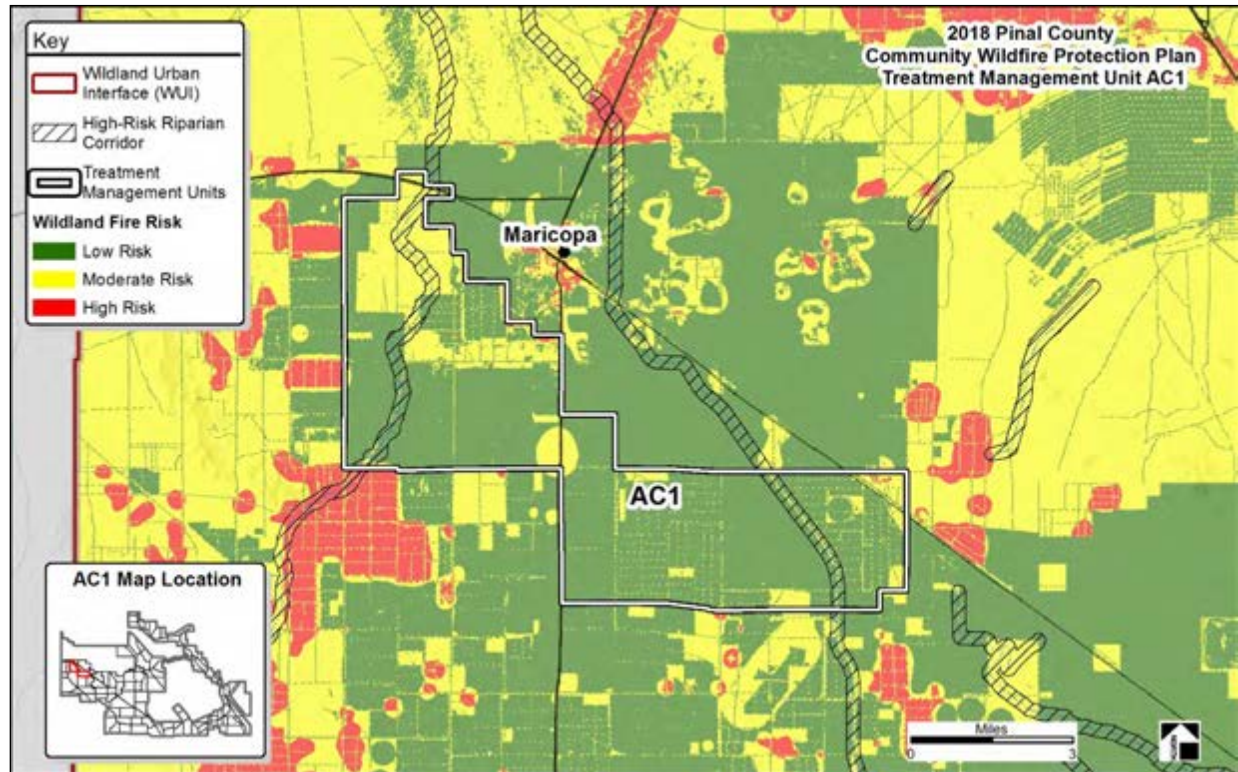
Roy Baker
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Logan Simpson
51 W. Third Street, Suite 450
Tempe, Arizona 85281
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APPENDIX C. TREATMENT MANAGEMENT UNIT DETAIL MAPS

Ak-Chin Indian Community WUI	C-1
Apache Junction WUI	C-3
Avra Valley WUI	C-7
Casa Grande WUI.....	C-13
Coolidge WUI	C-19
Dudleyville WUI.....	C-23
Eloy WUI	C-27
Florence WUI.....	C-31
Gila River Indian Community WUI	C-35
Gila River Riparian Corridor WUI.....	C-37
Galiuro Mountains WUI	C-39
Golder Ranch WUI	C-41
Kearny WUI	C-47
Maricopa WUI	C-51
Mammoth WUI.....	C-59
Oracle WUI	C-61
Queen Creek WUI.....	C-65
Queen Valley WUI	C-67
San Manuel WUI.....	C-71
Superior WUI.....	C-75
Tohono O’odham Nation WUI	C-77
Top-of-the-World WUI.....	C-79

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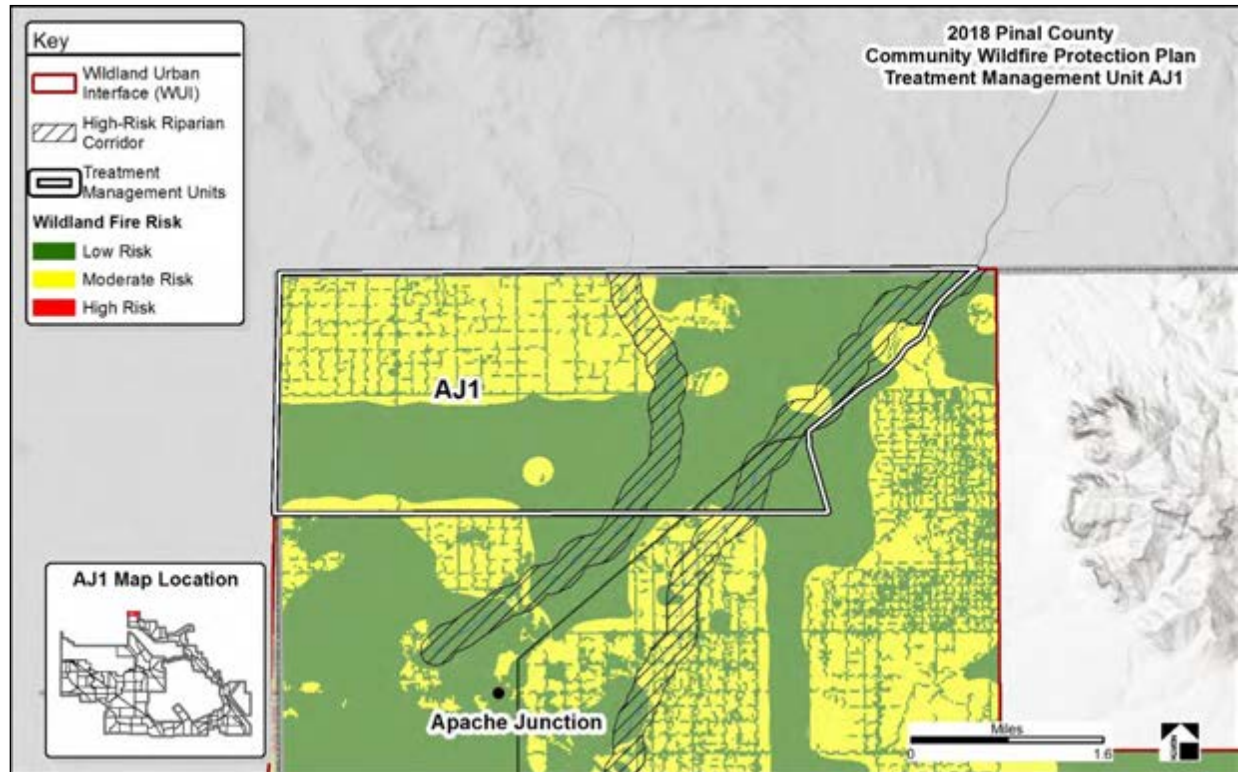
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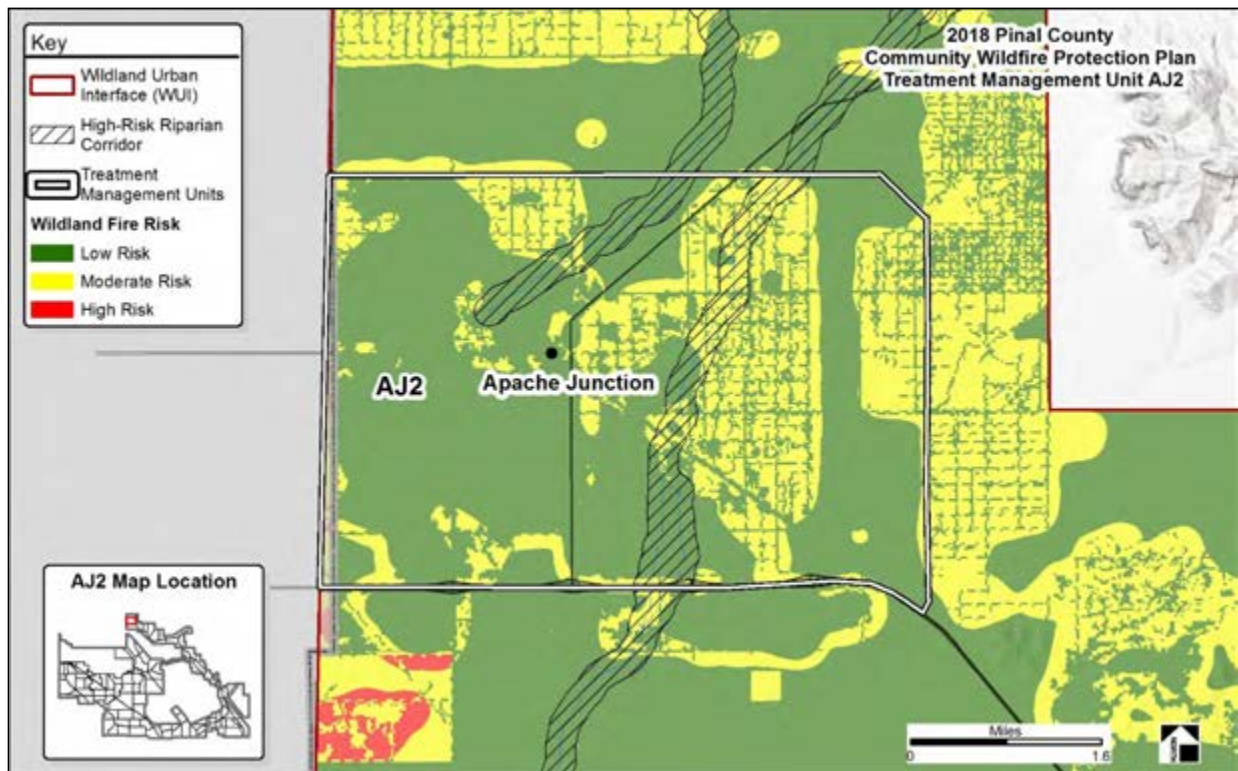
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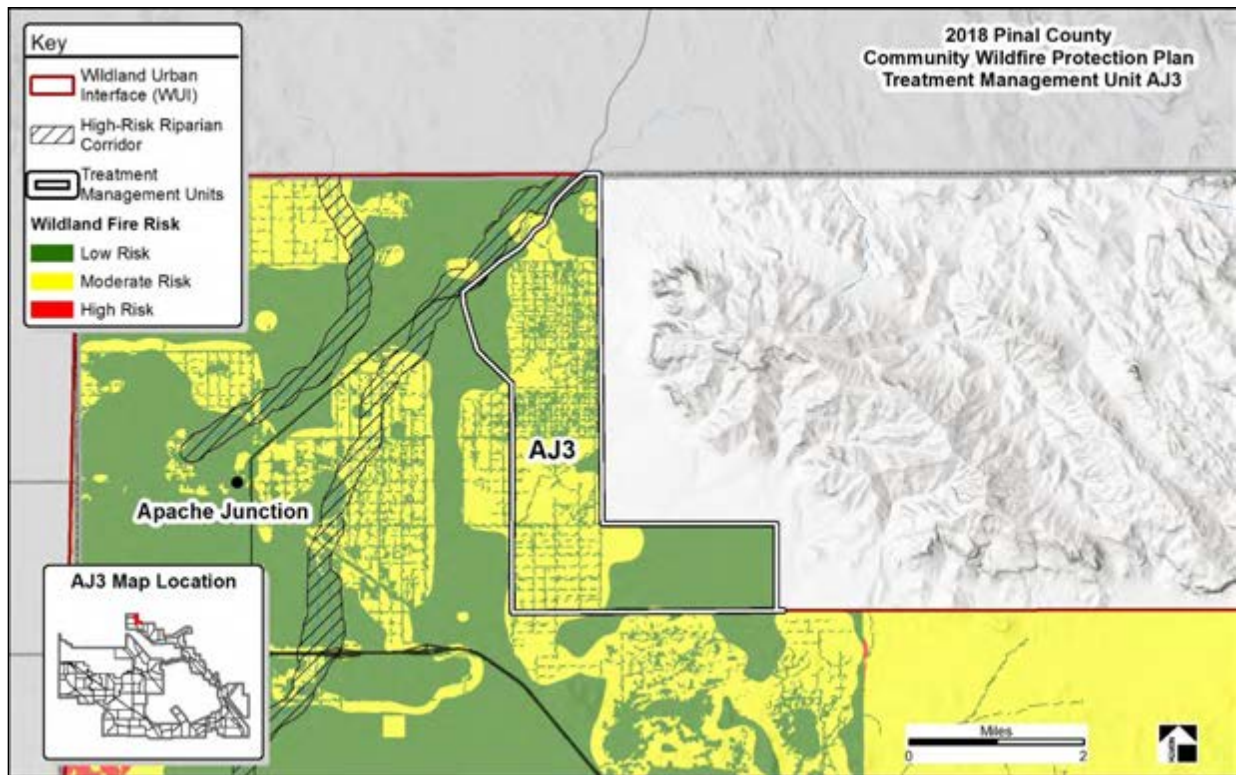
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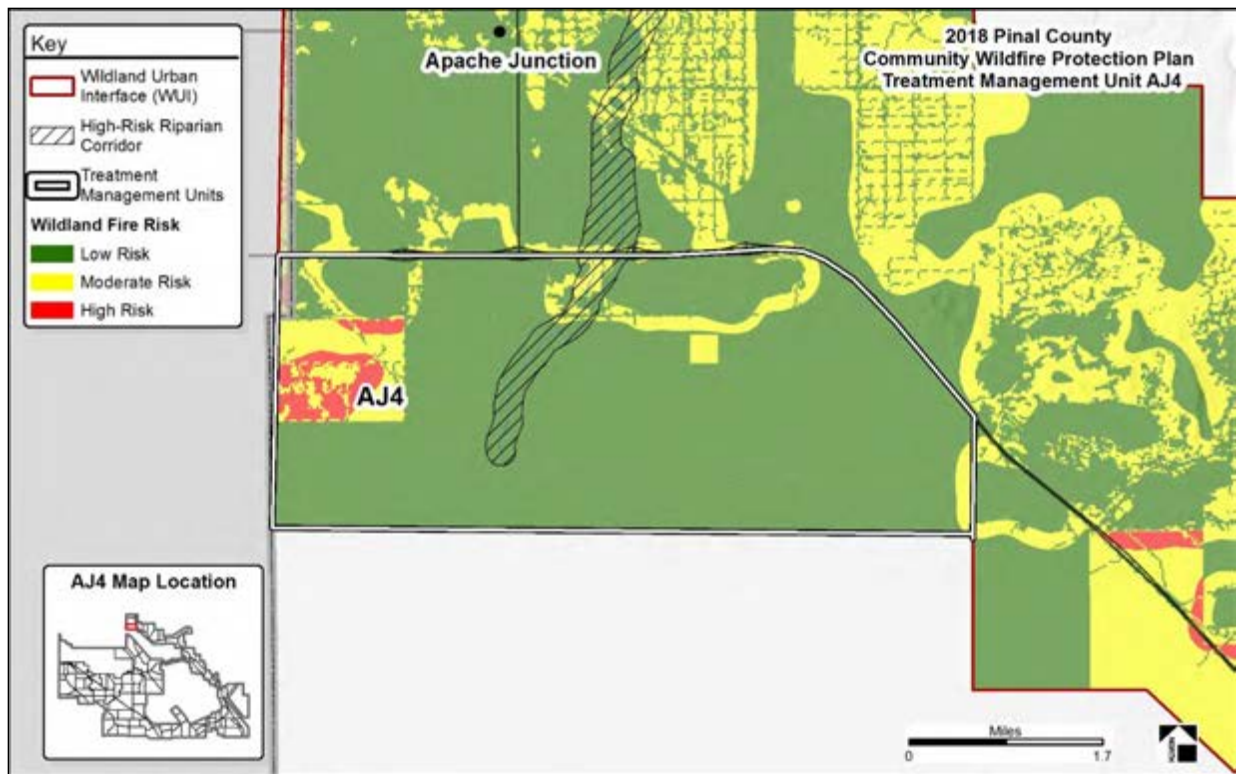
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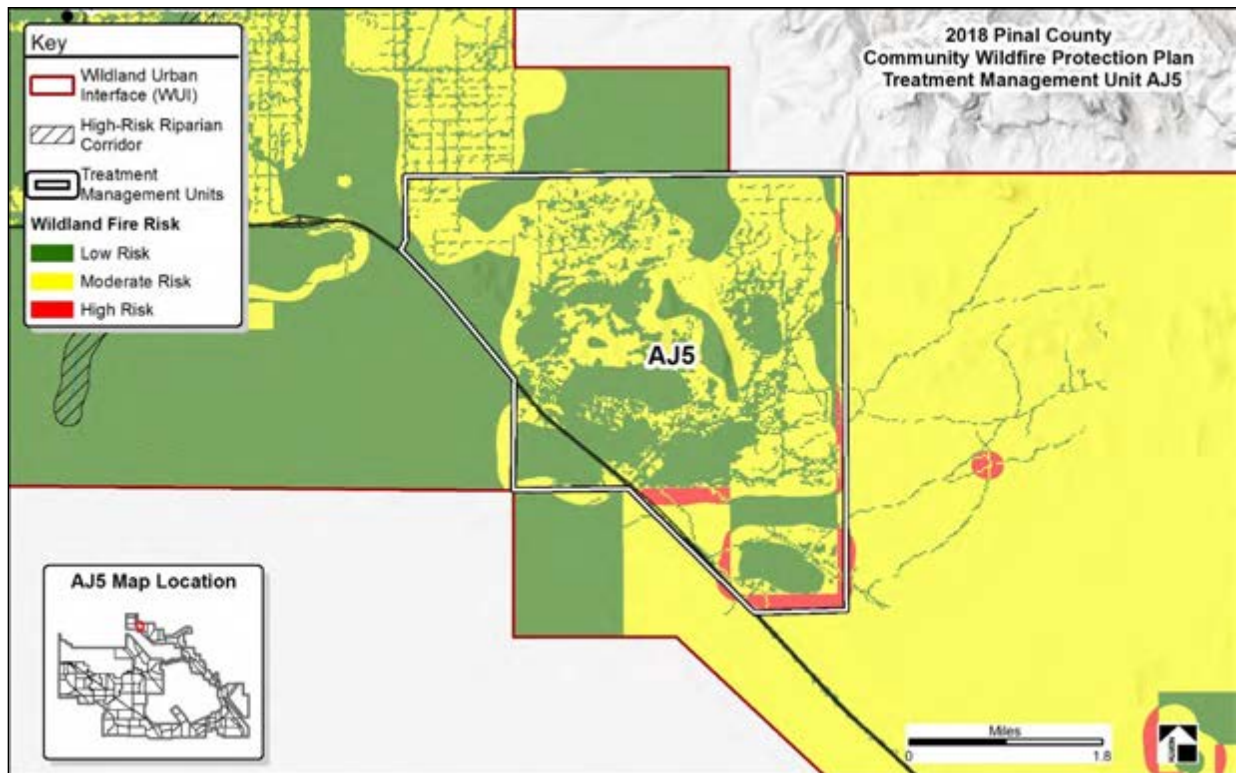
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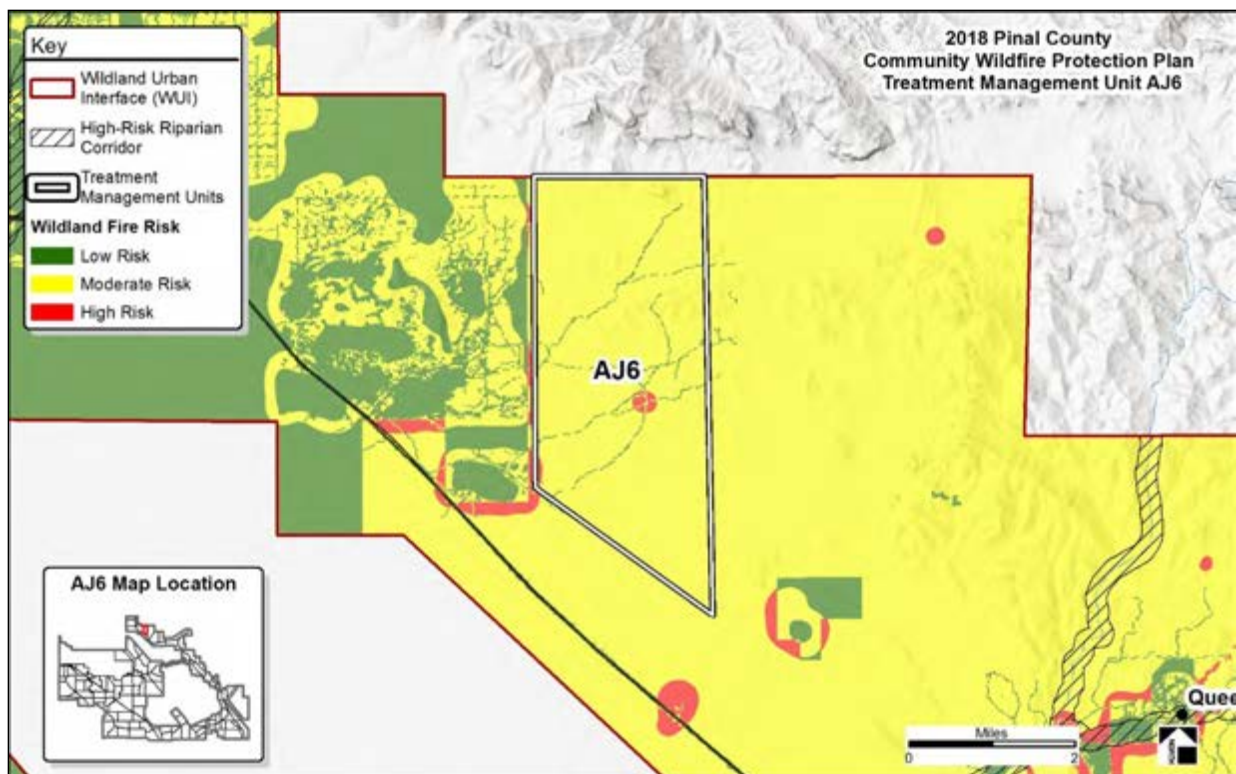
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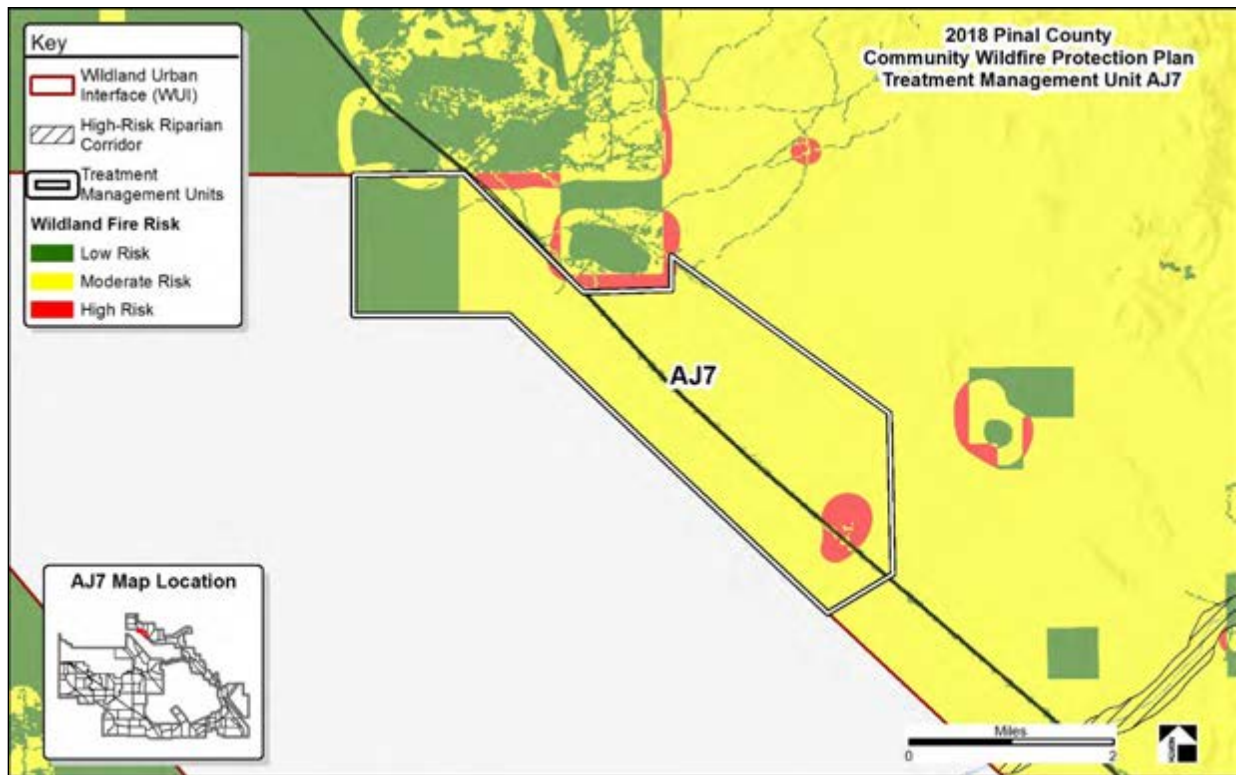
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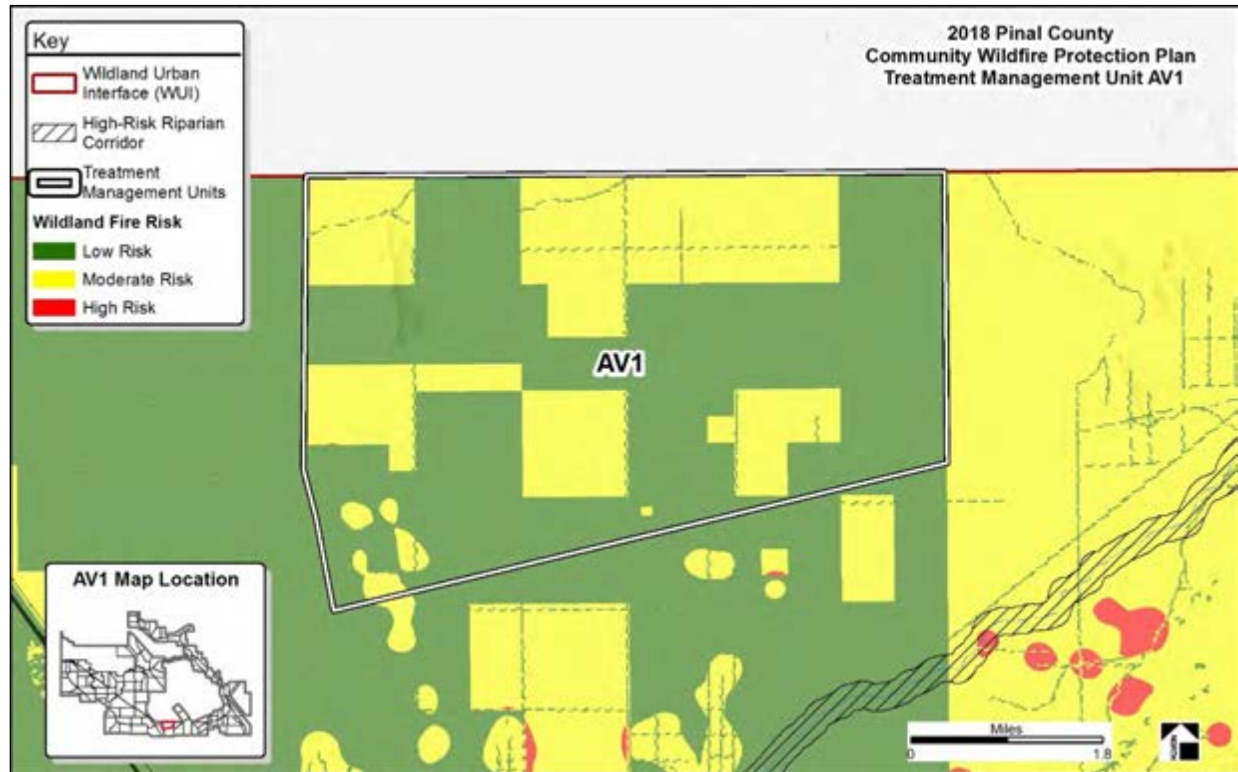


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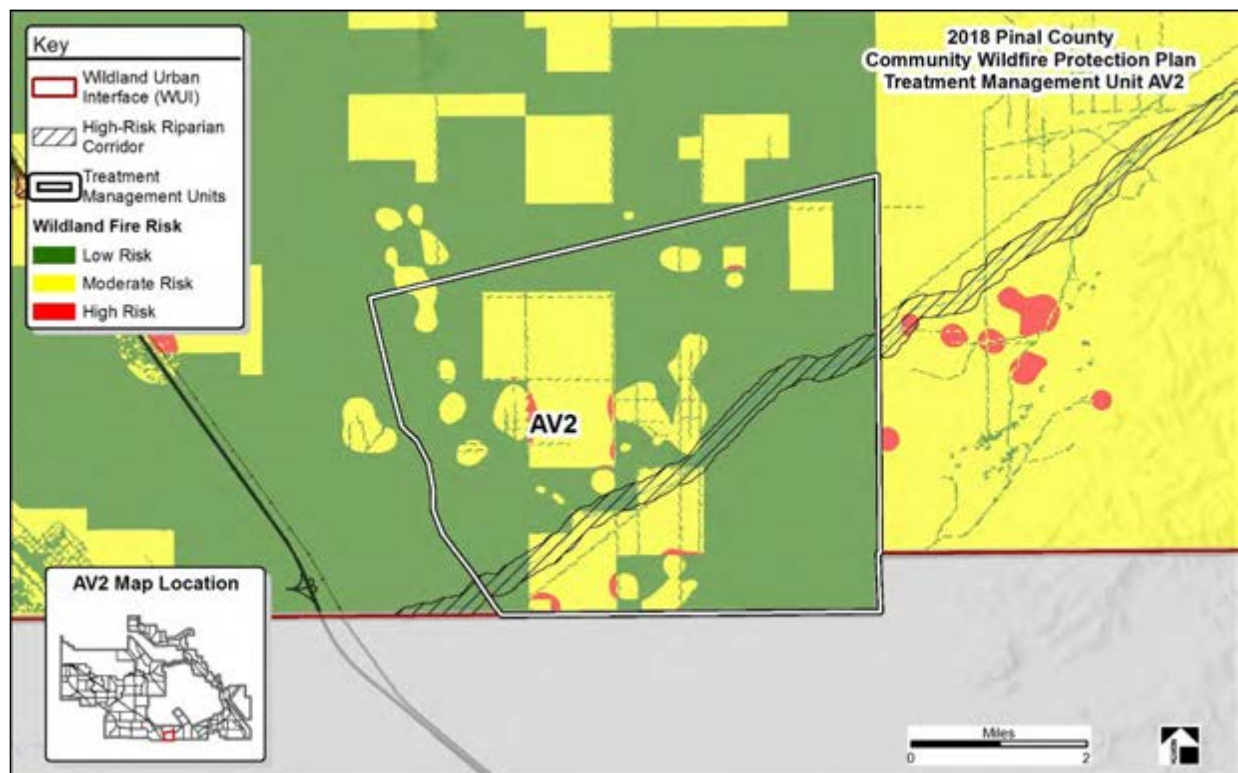


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AVRA VALLEY WUI



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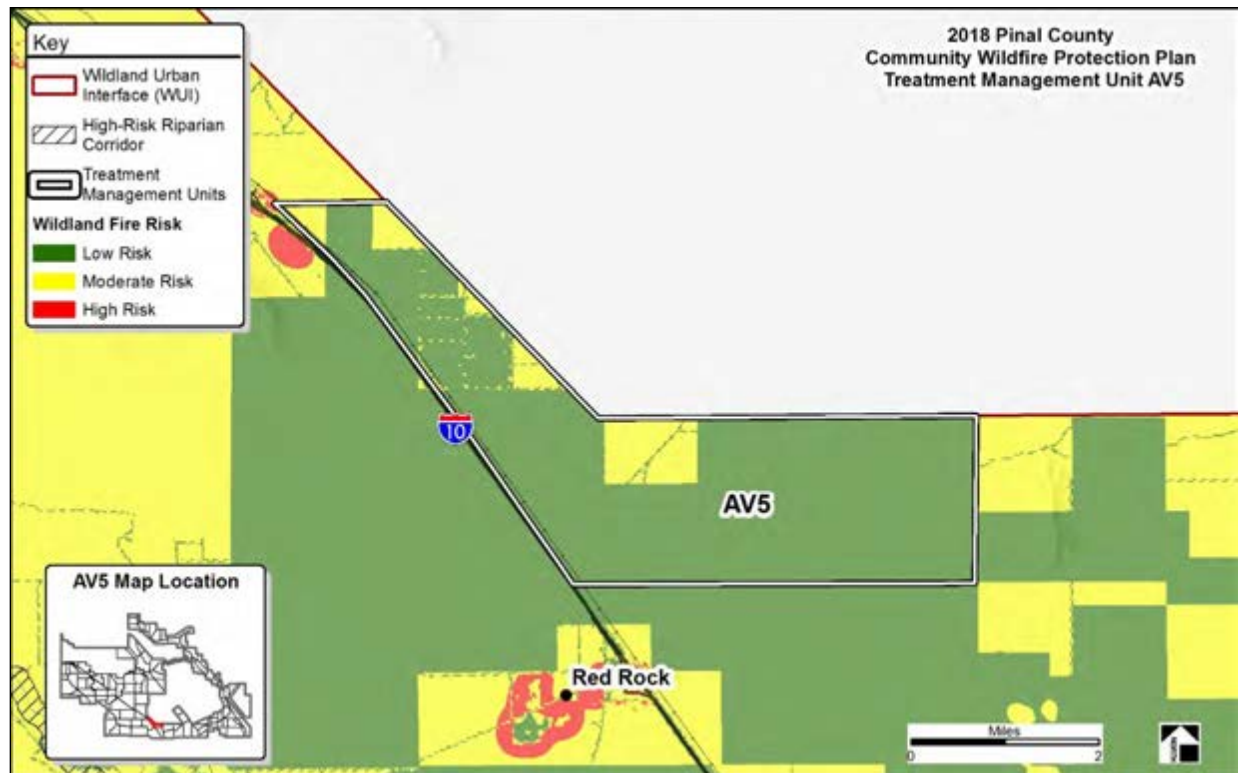
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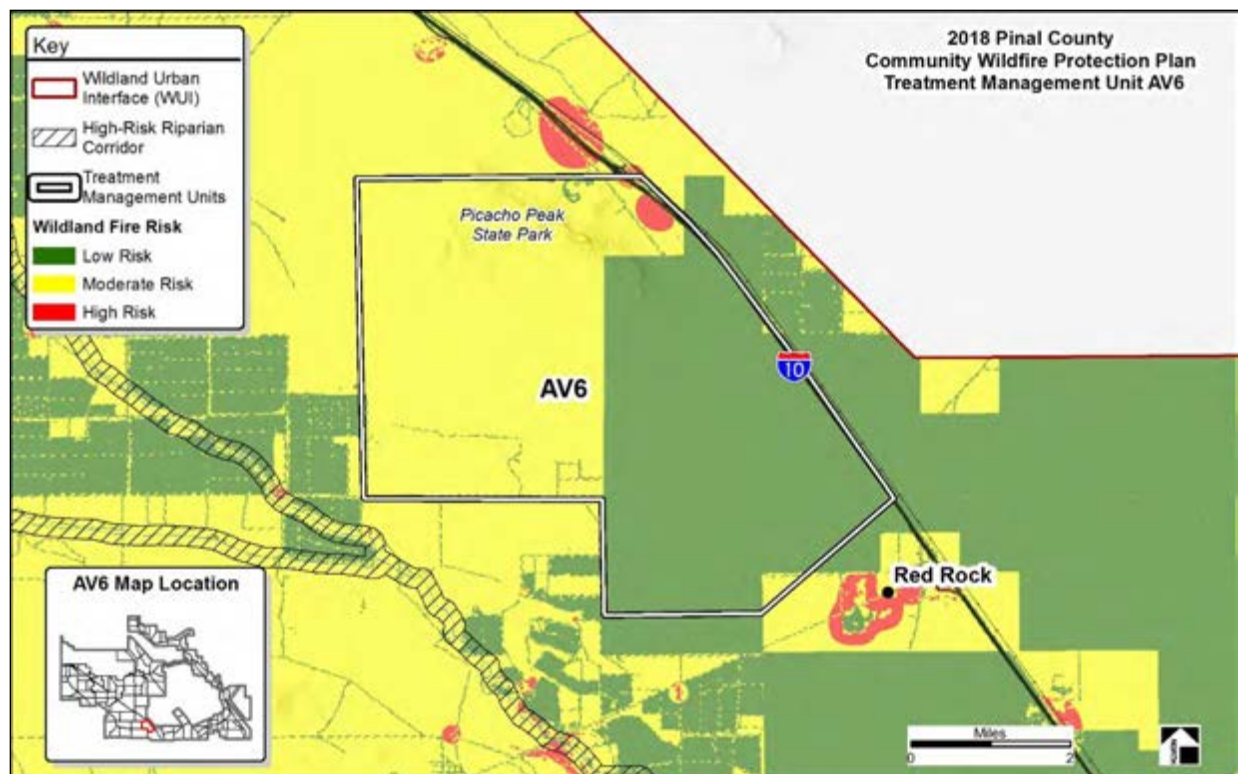
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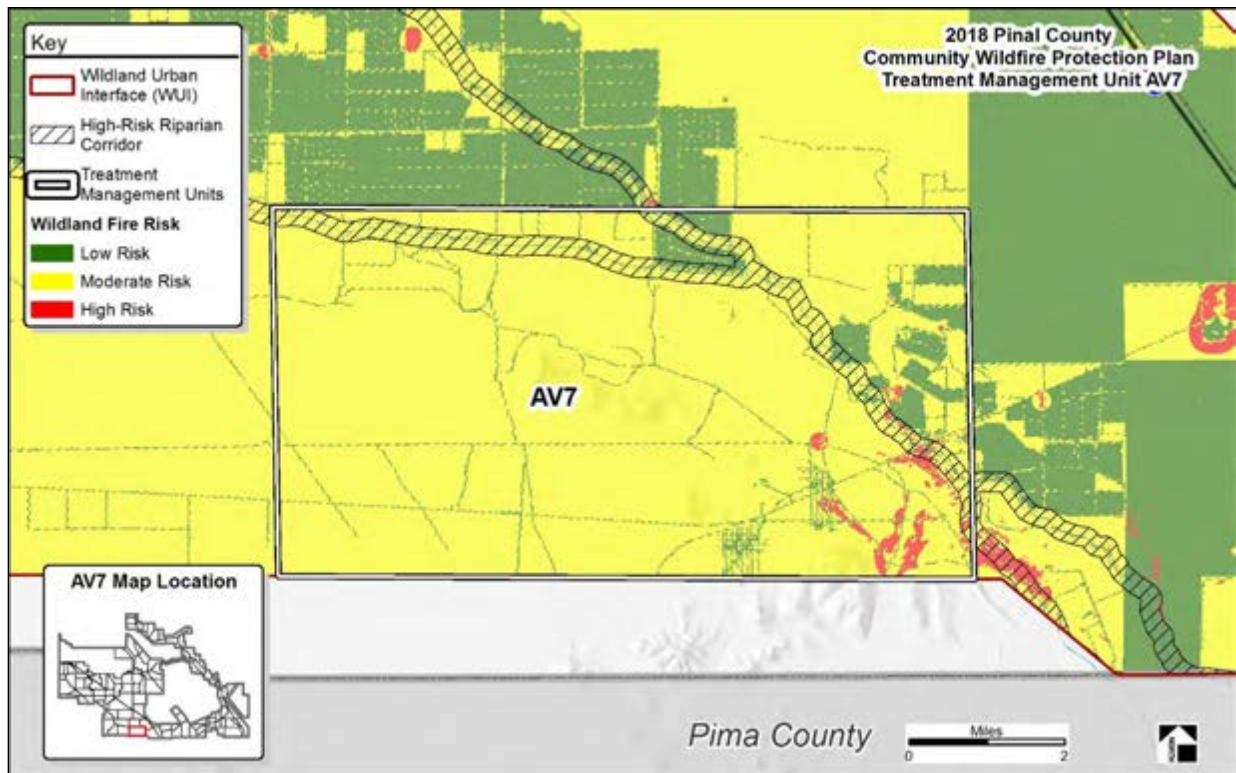
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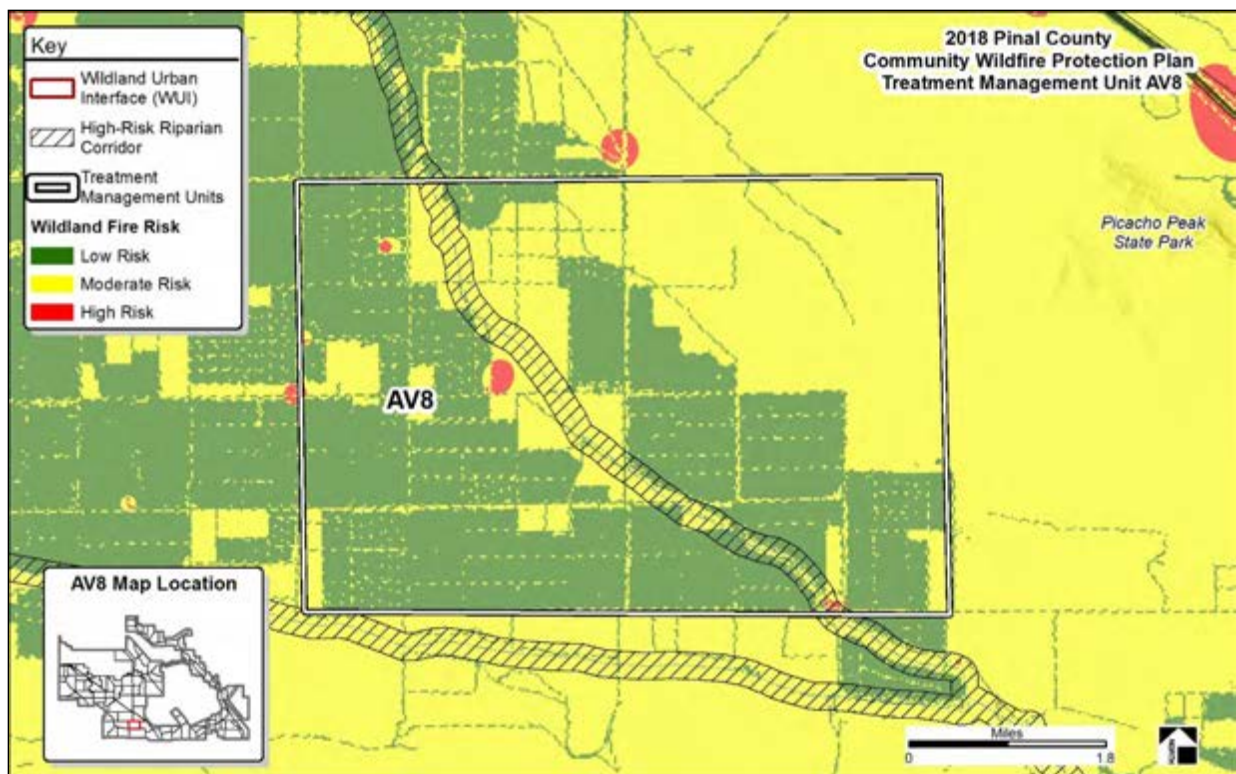
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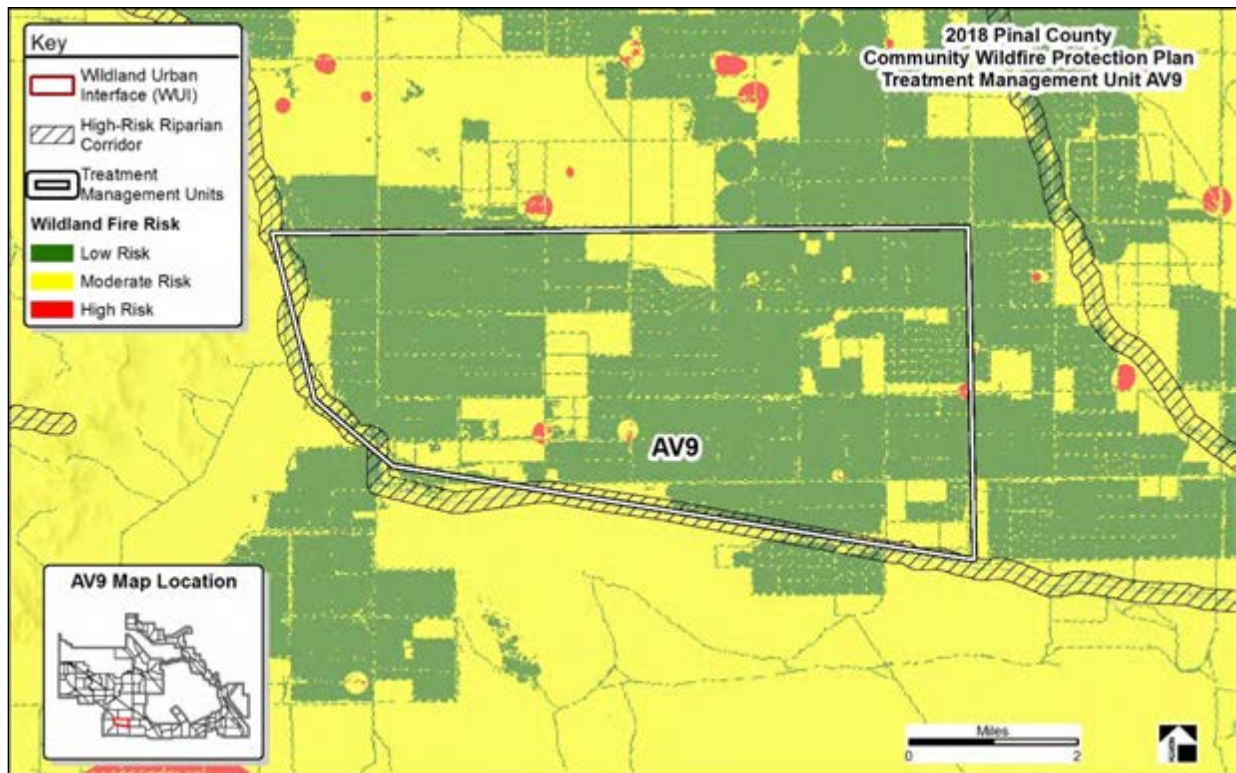
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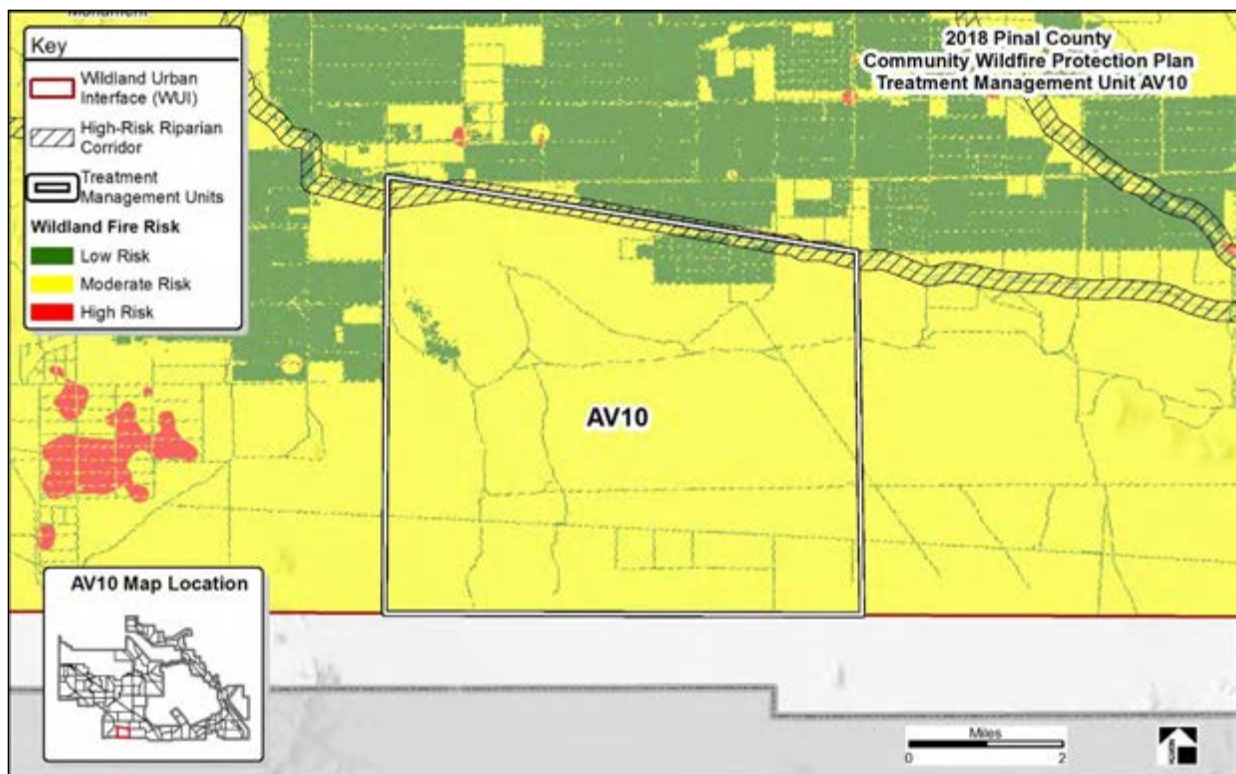
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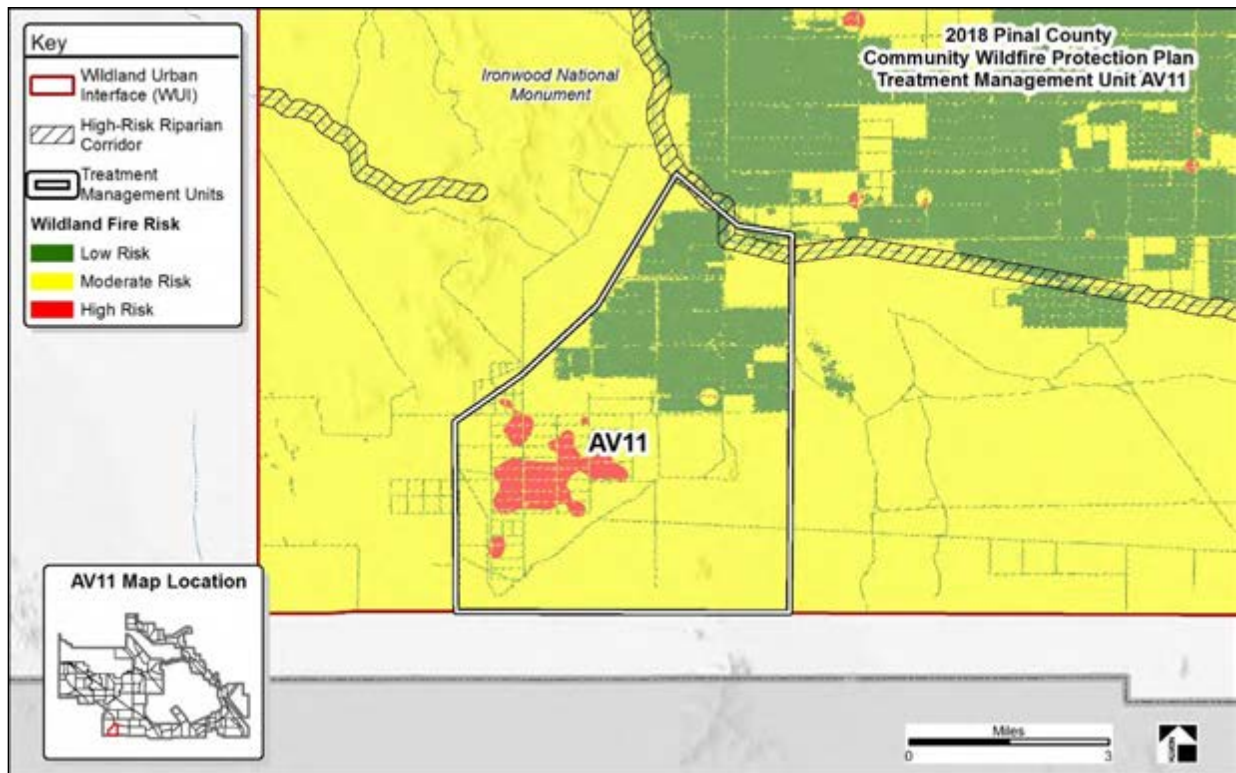
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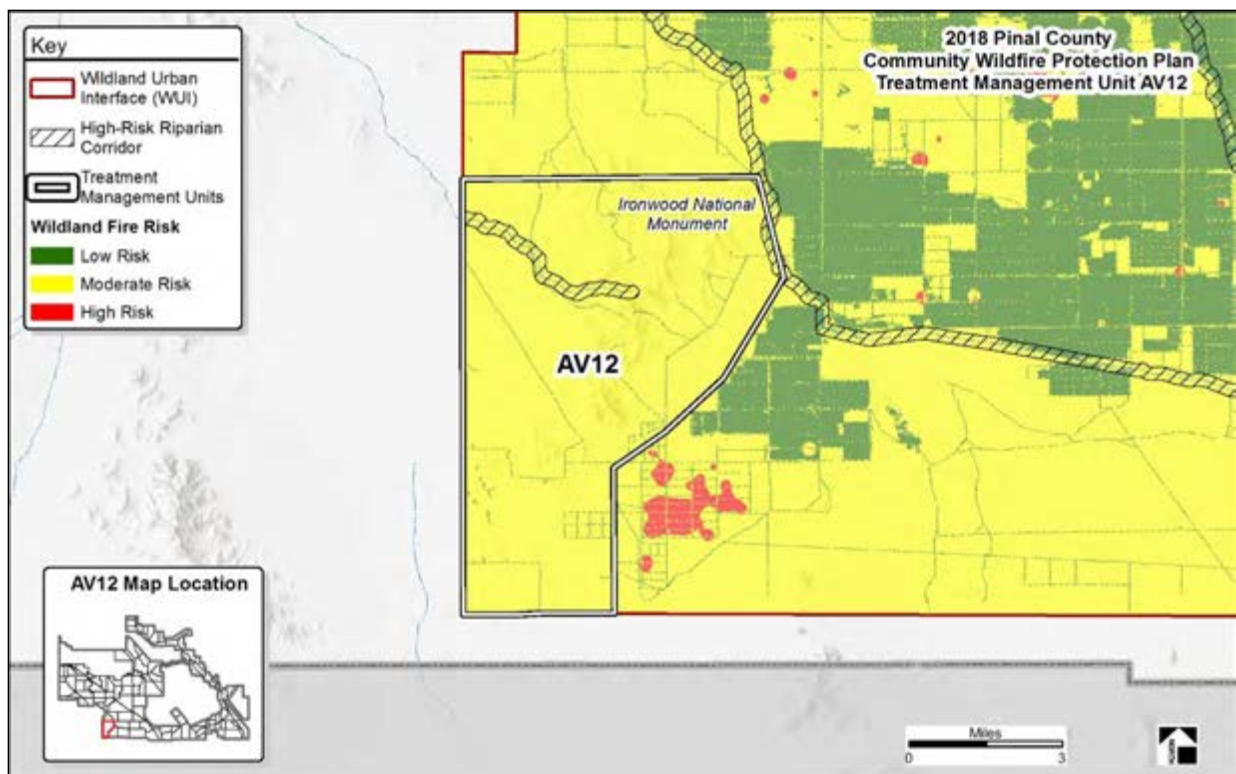
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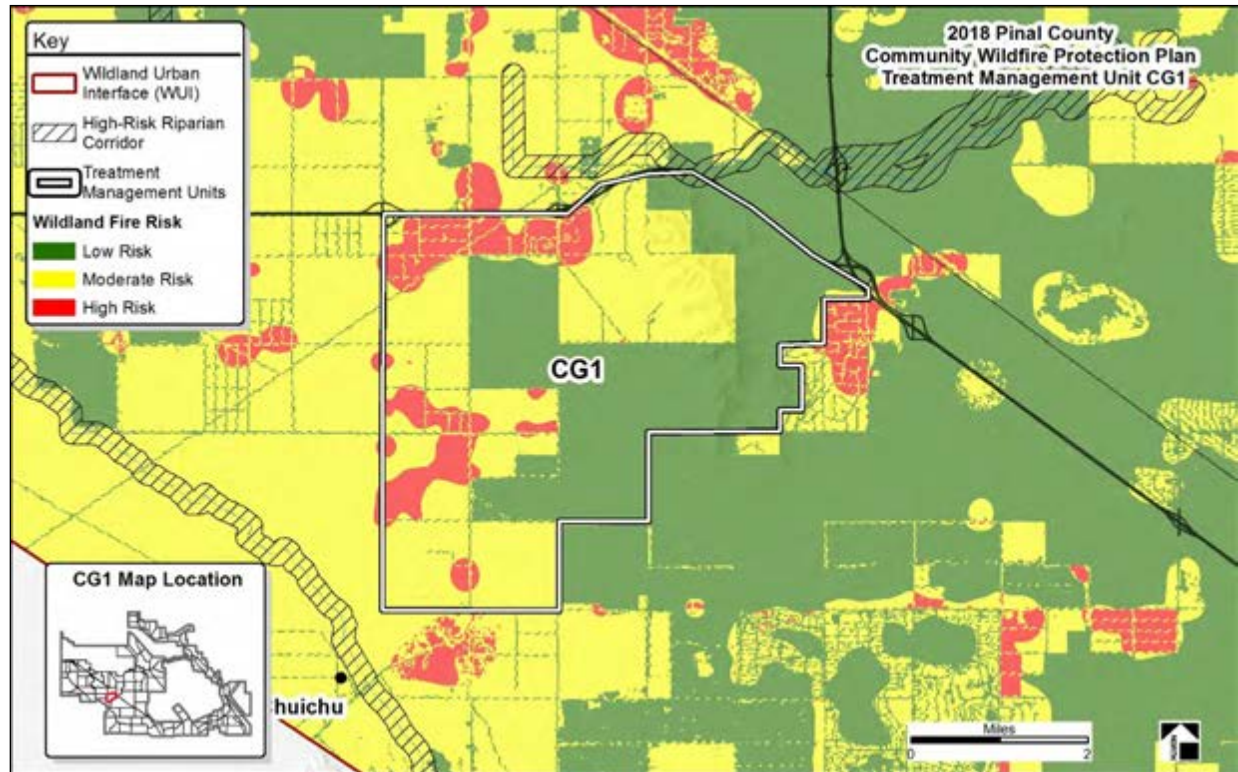


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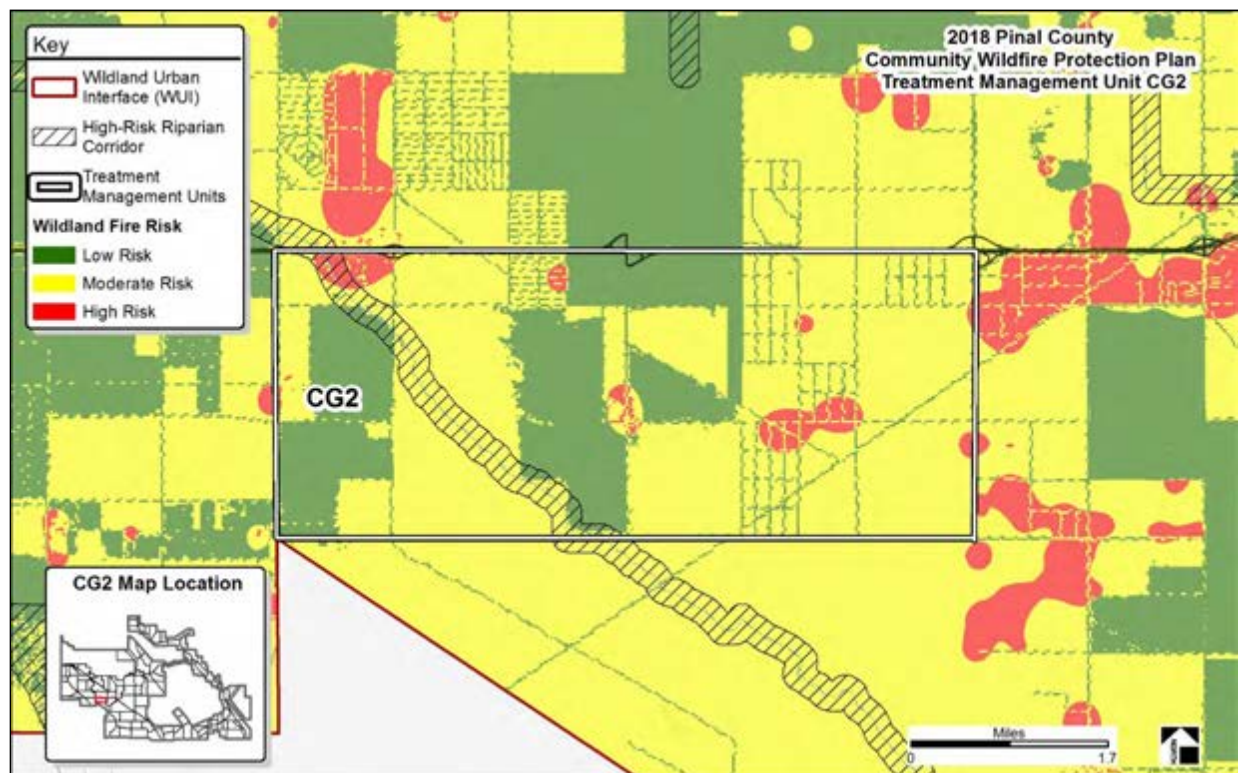


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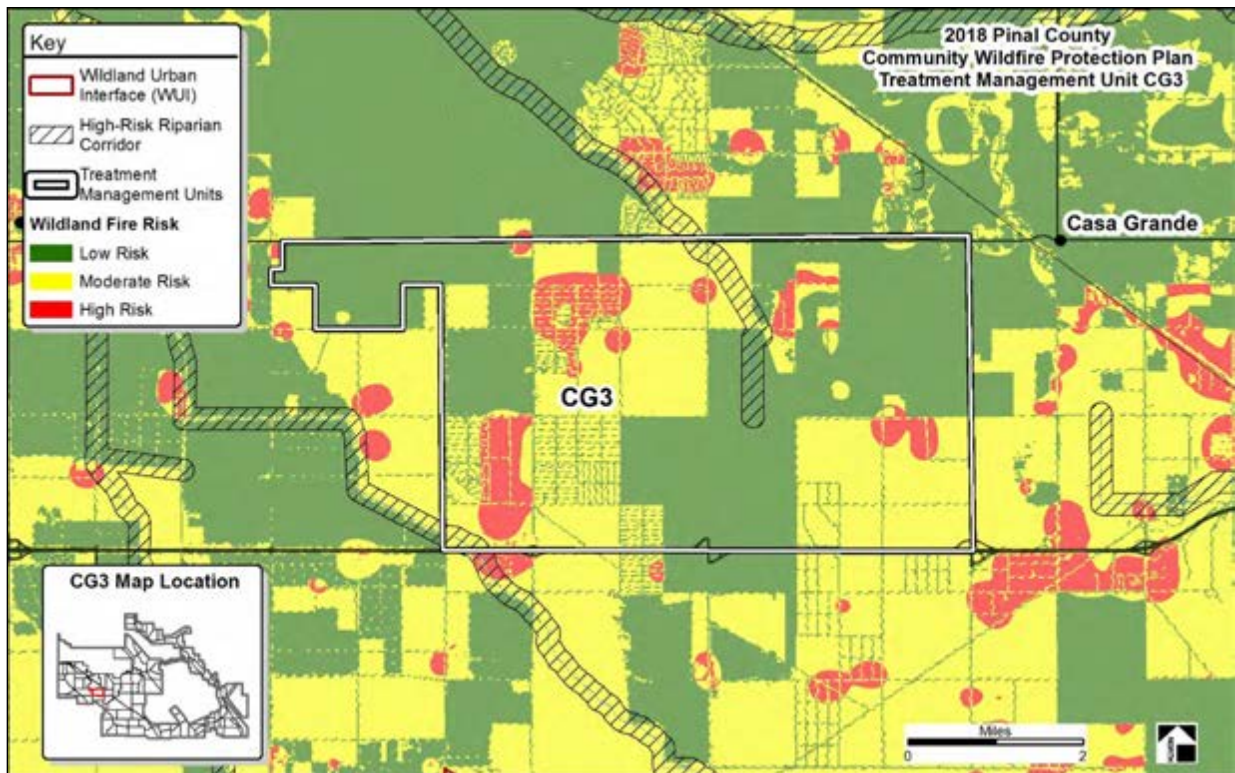
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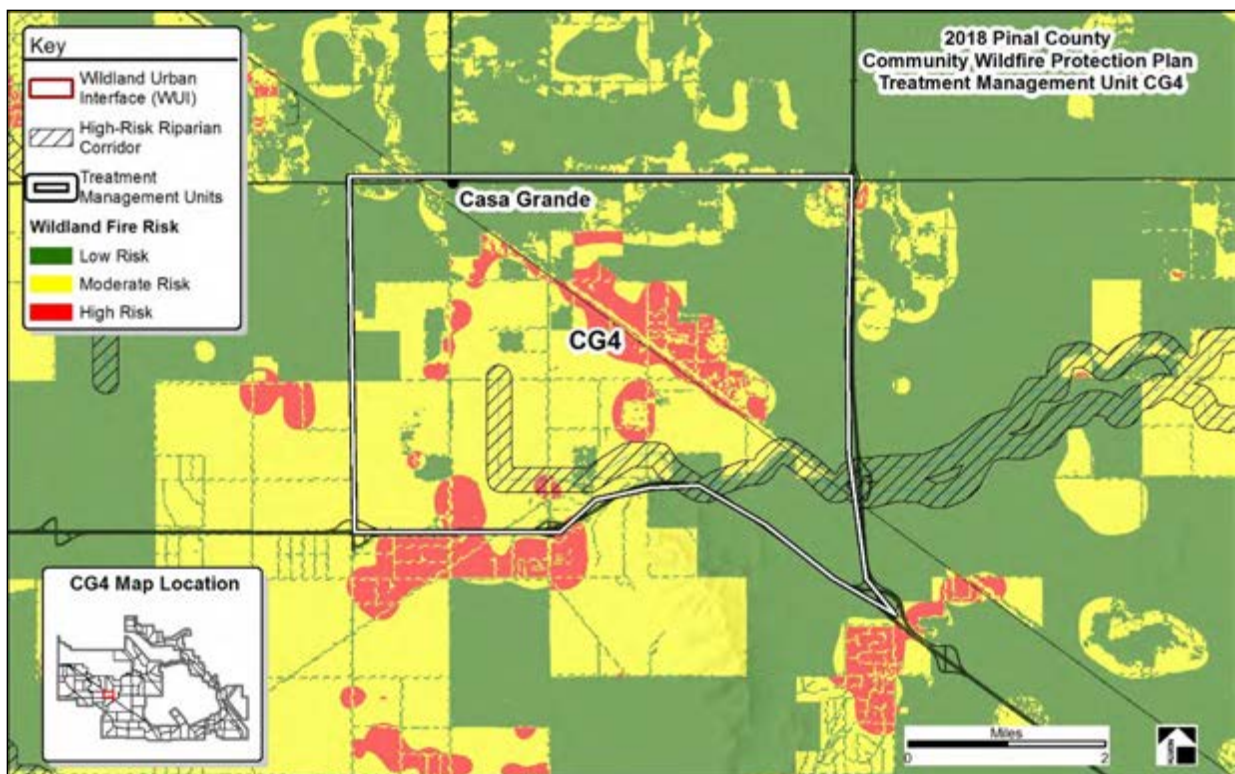
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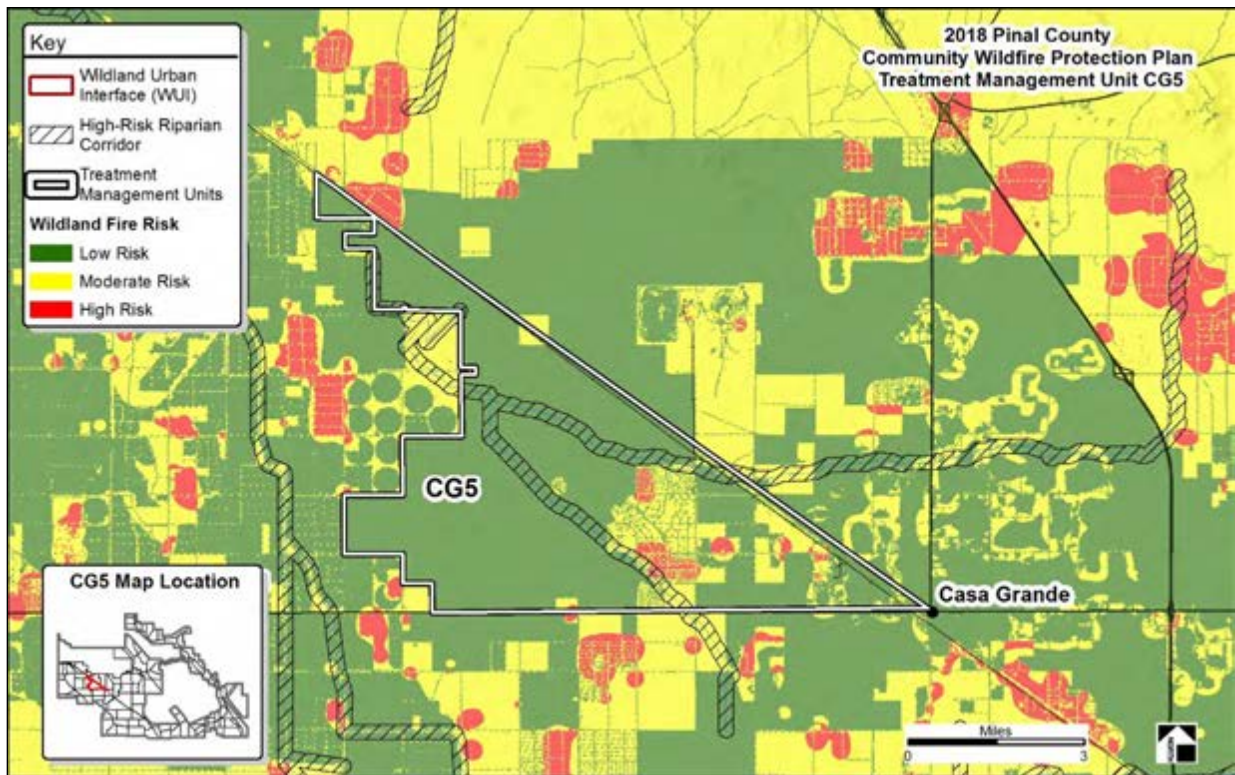
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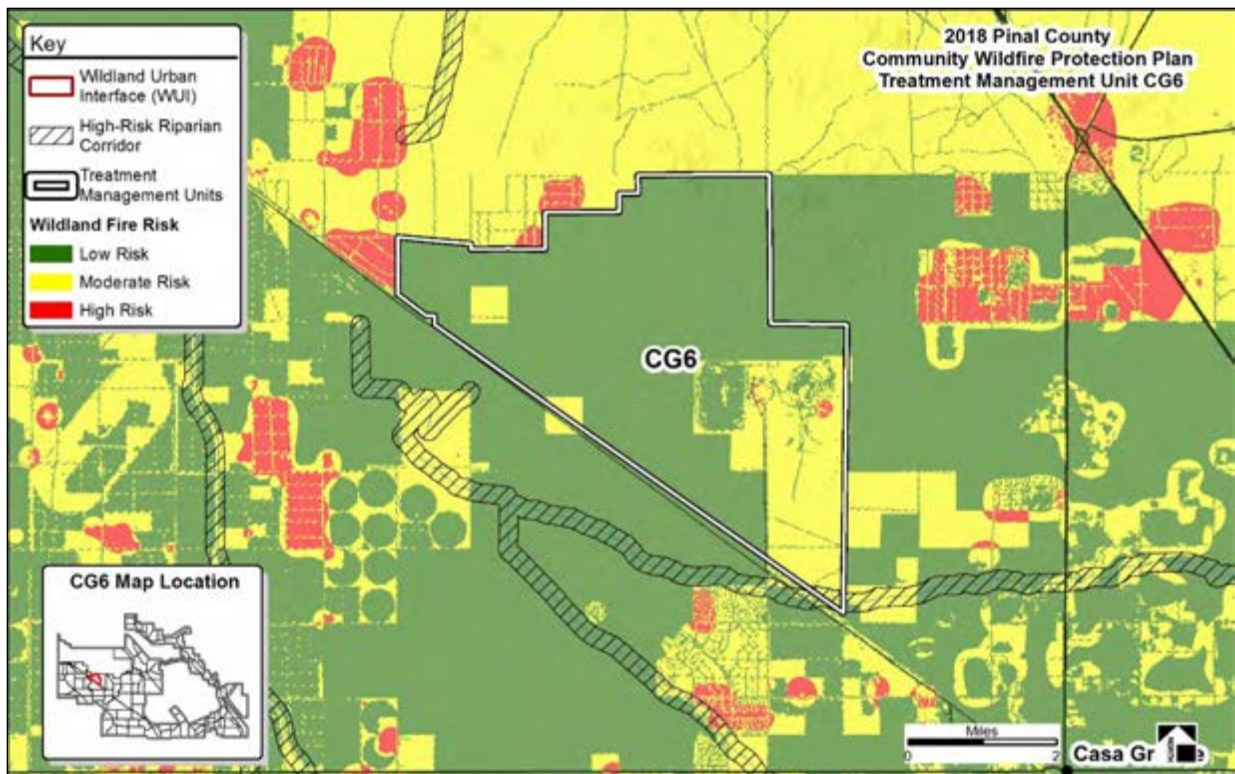
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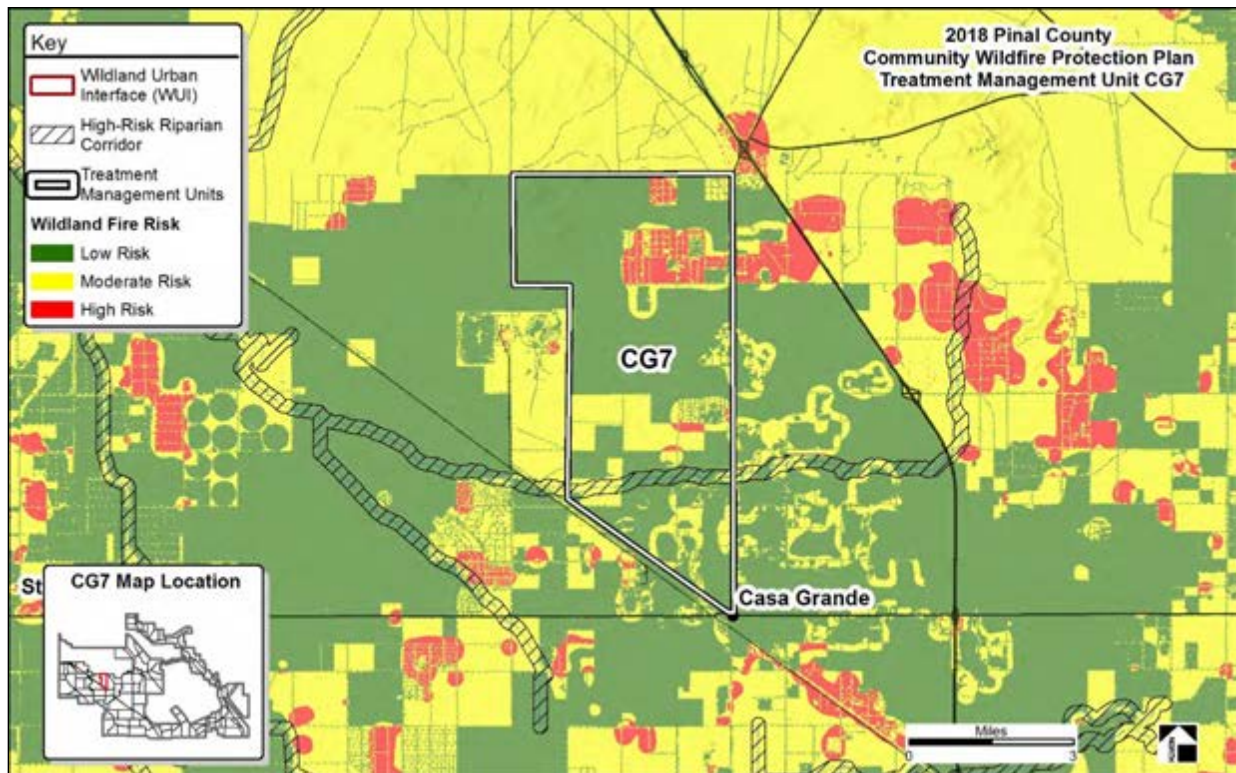
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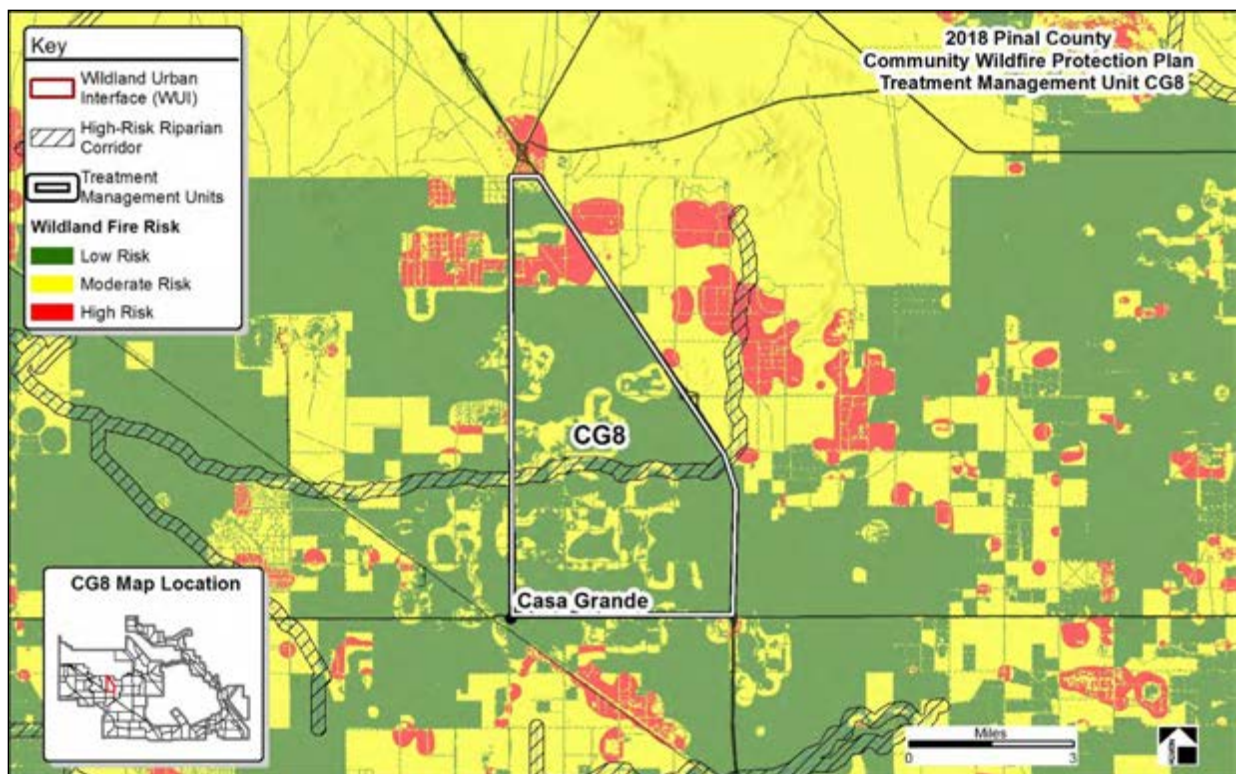
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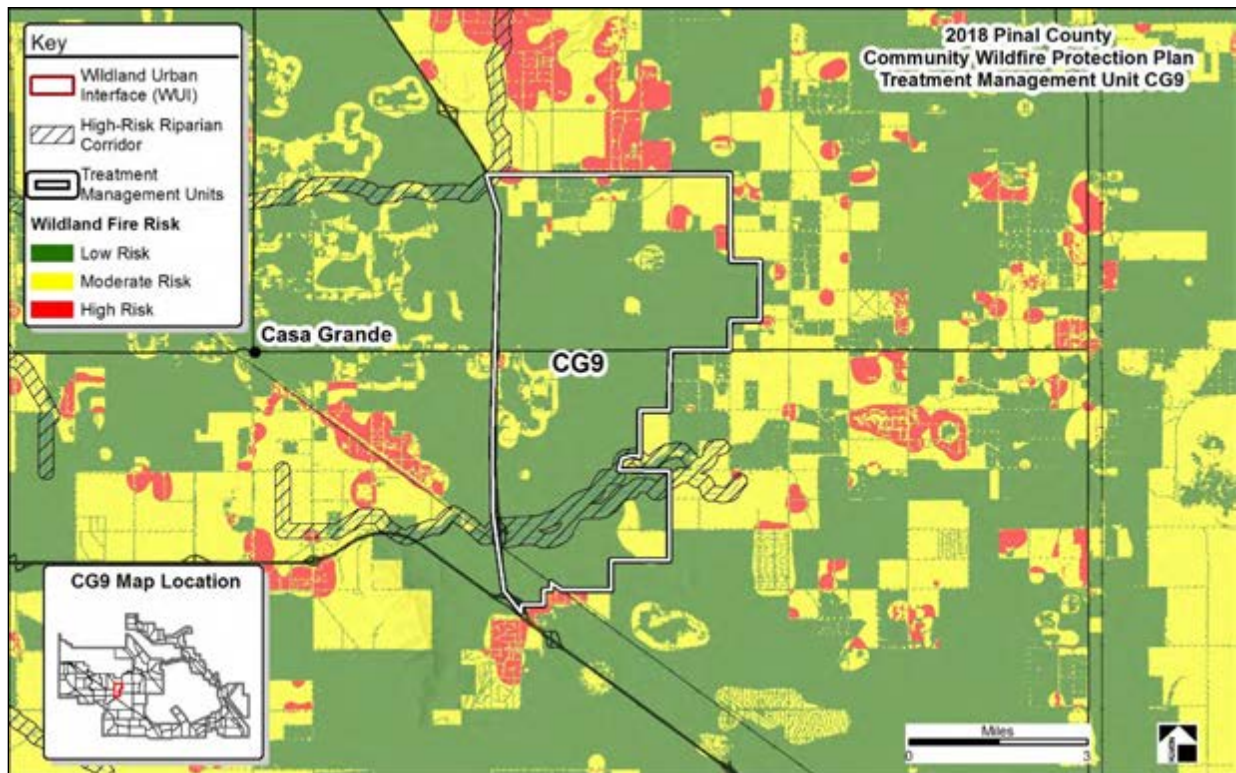
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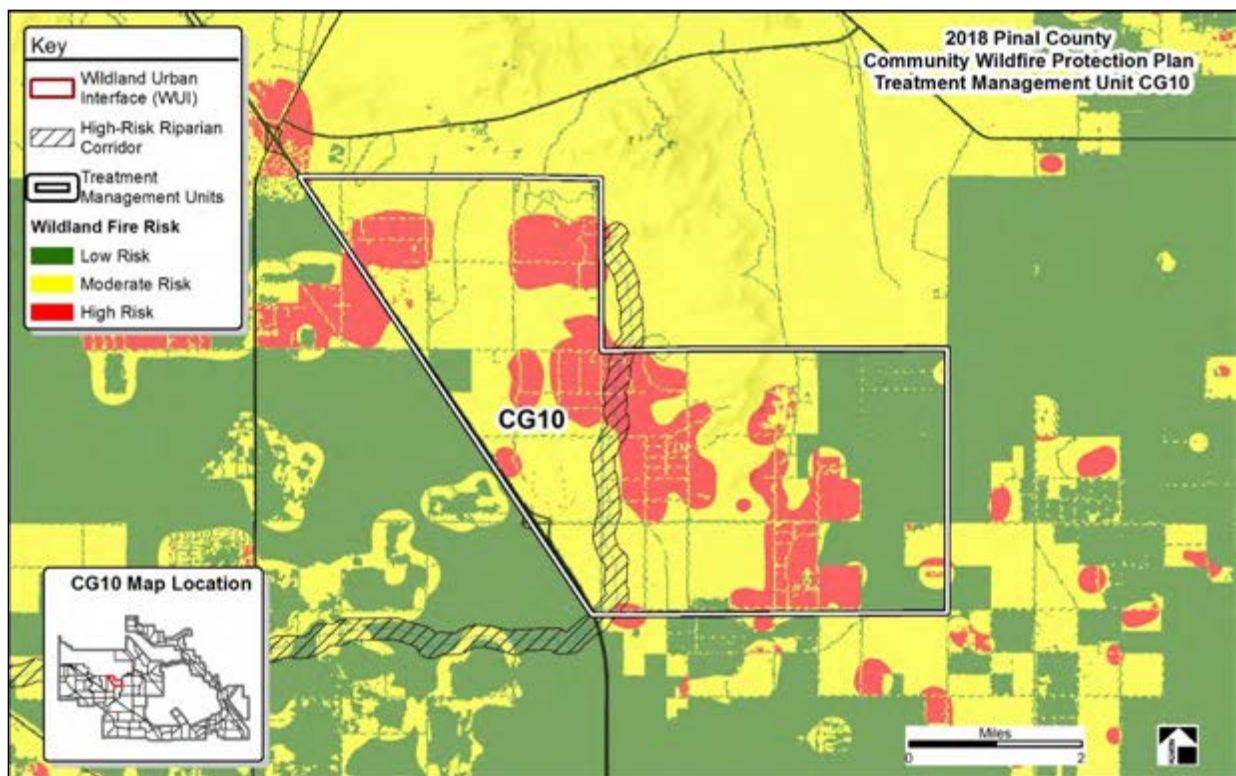
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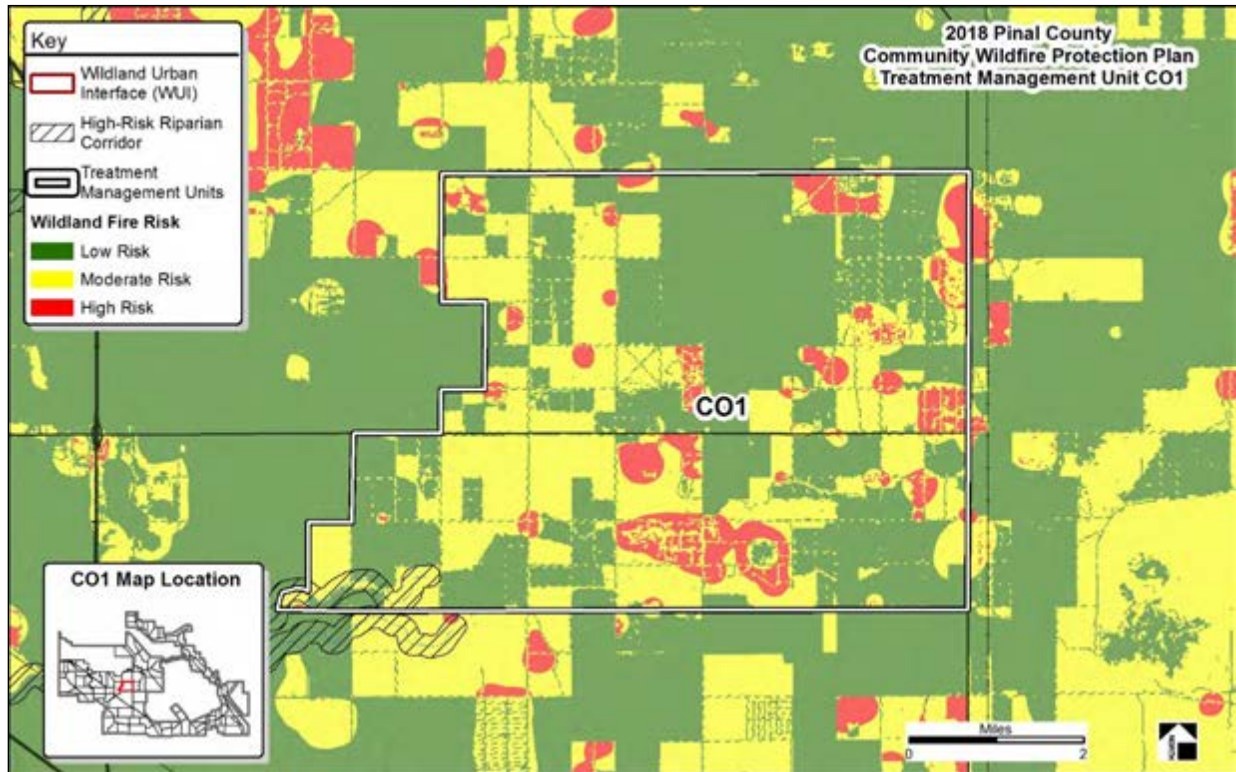
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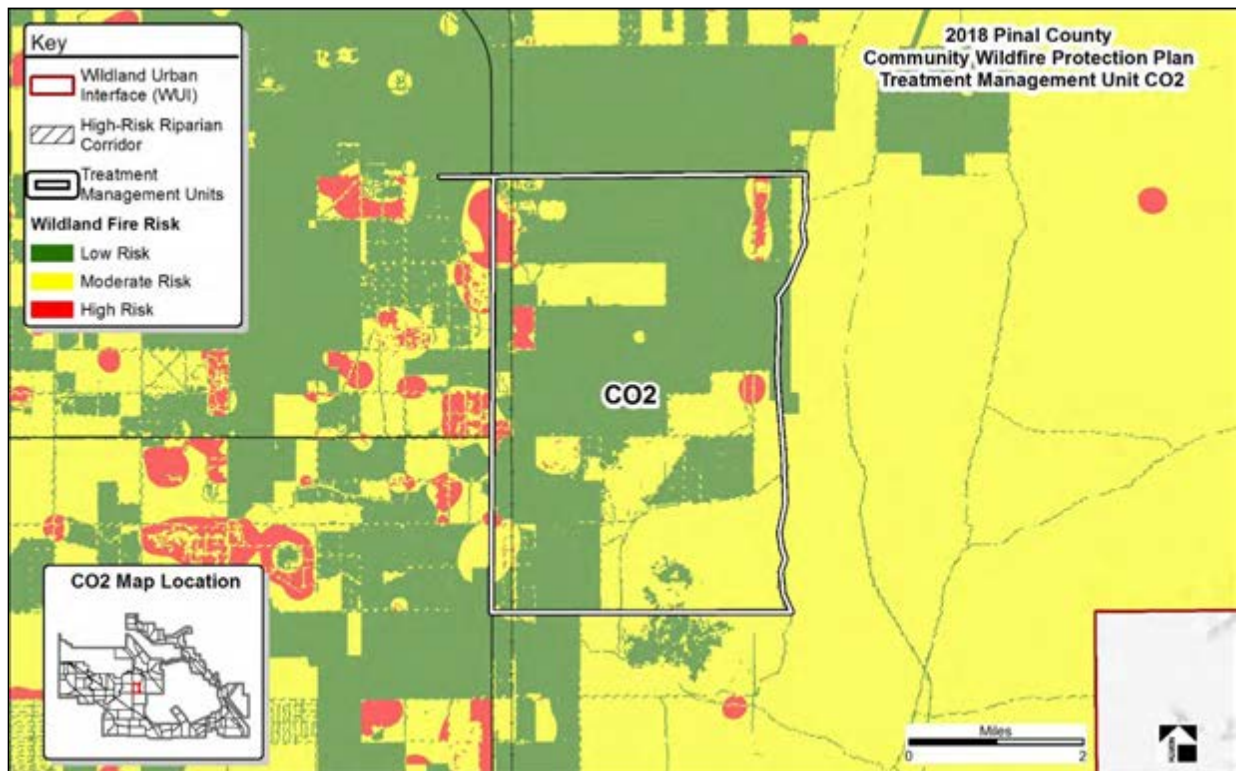
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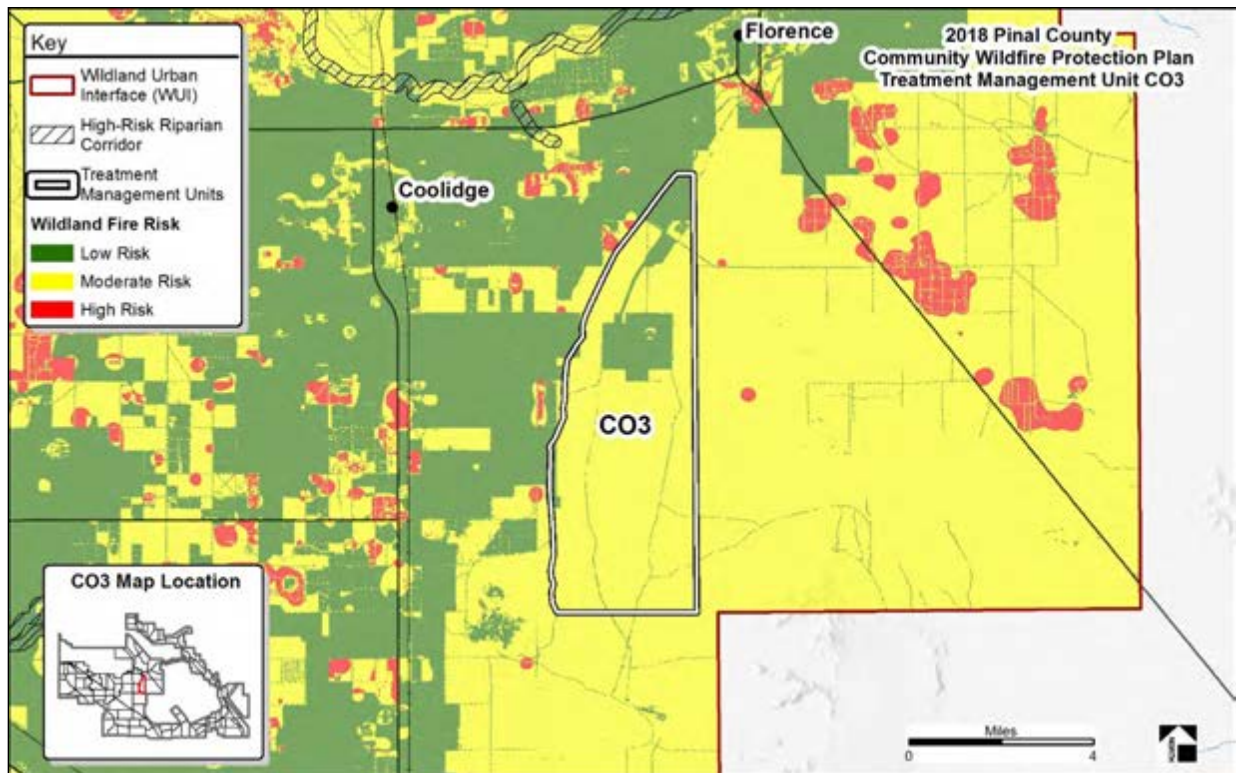
COOLIDGE WUI



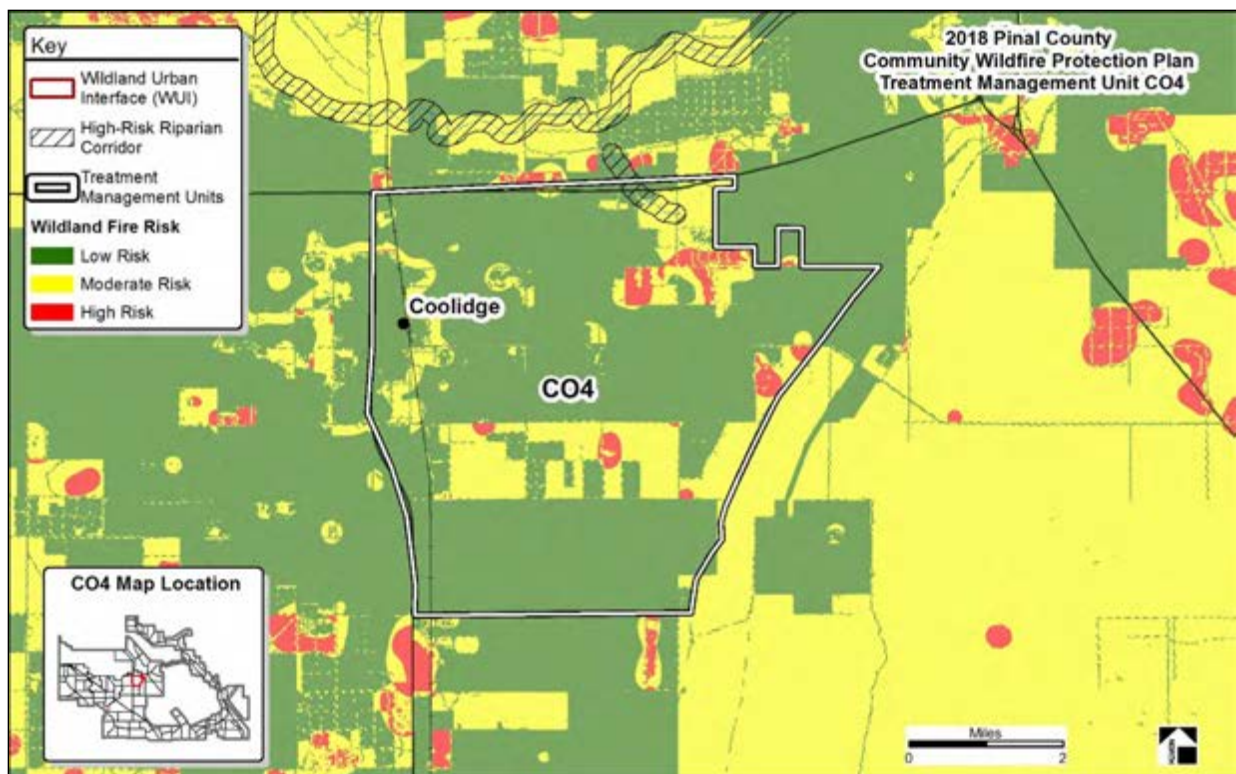
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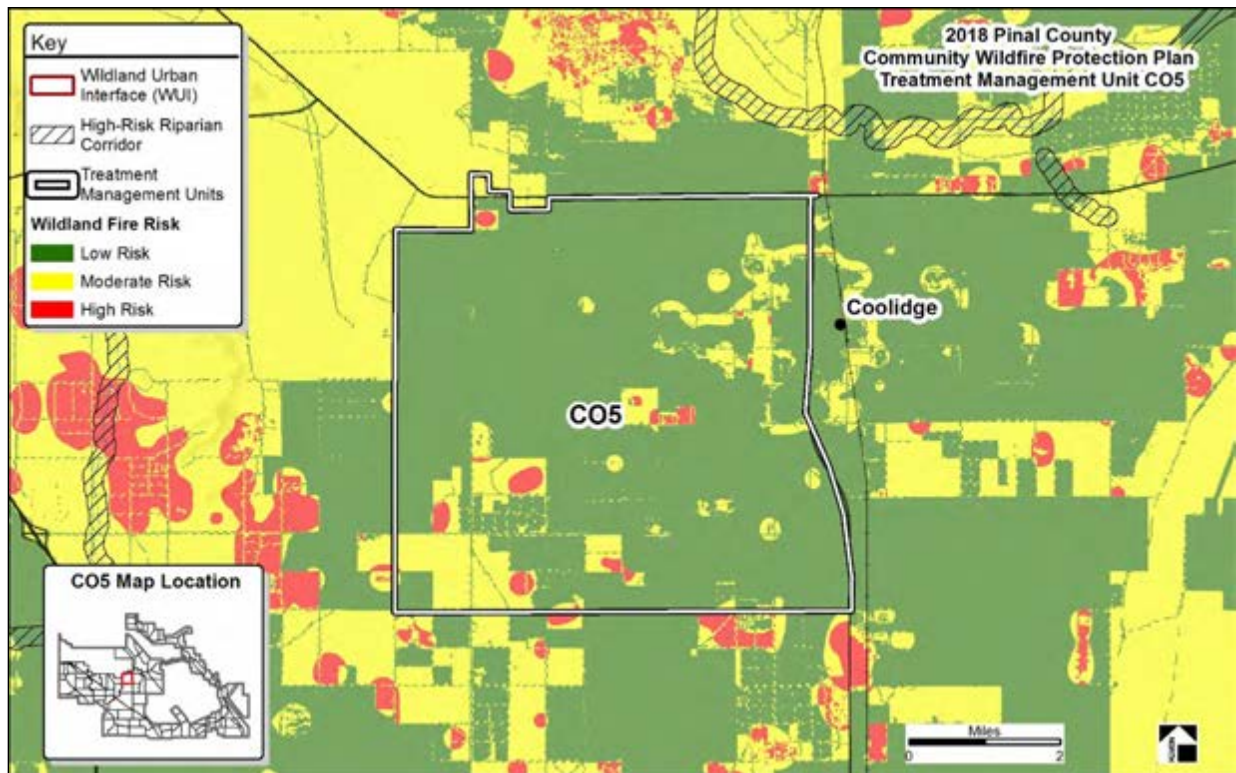
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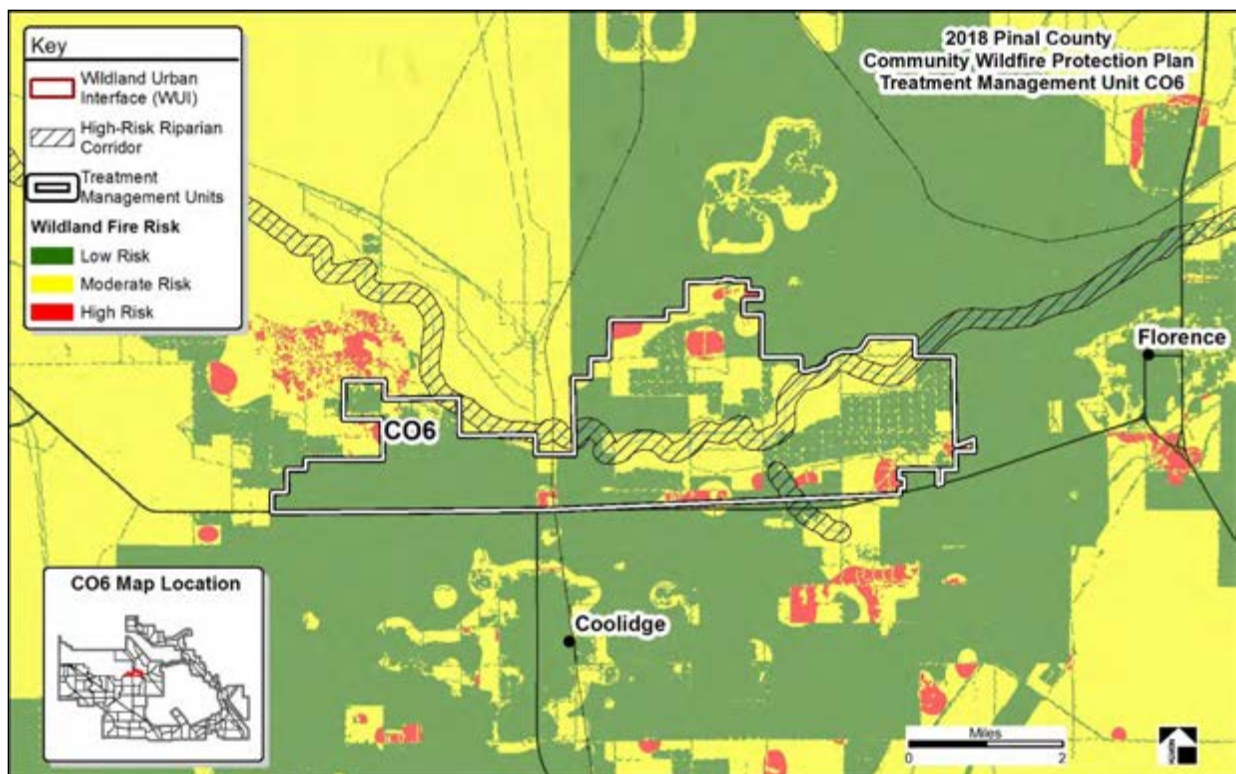
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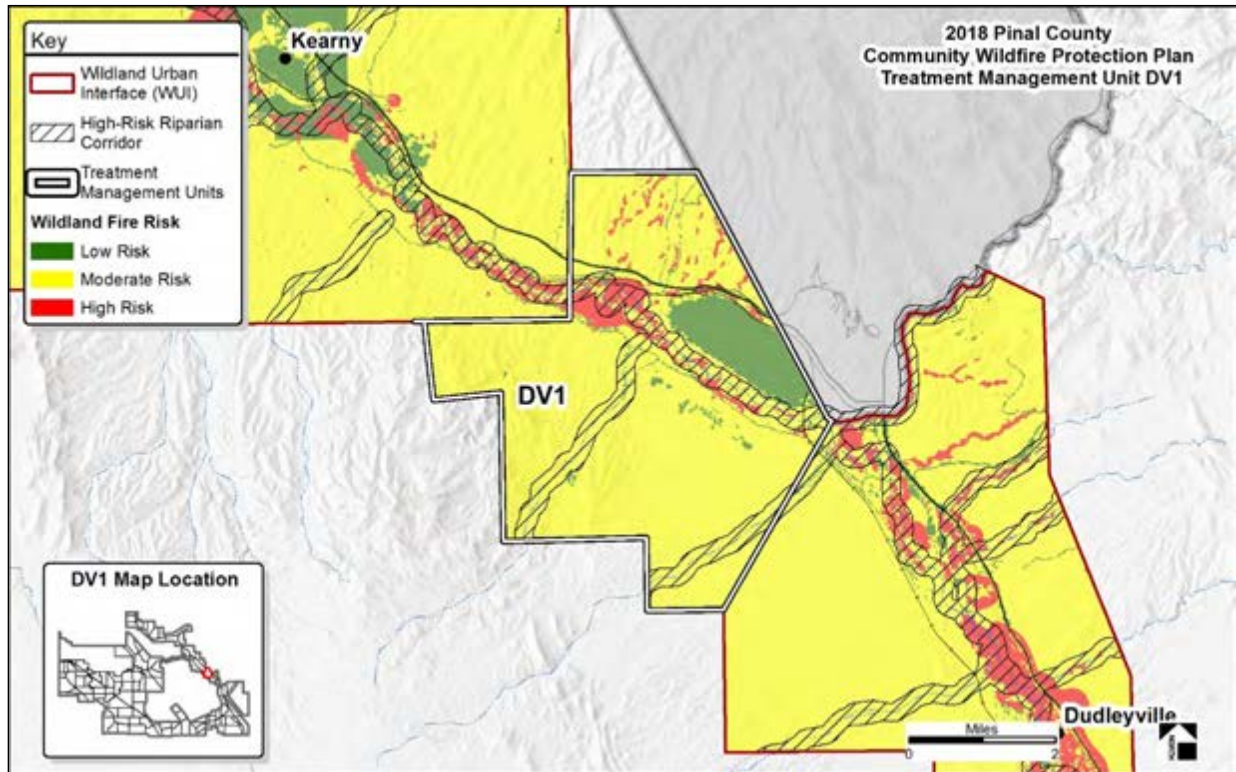
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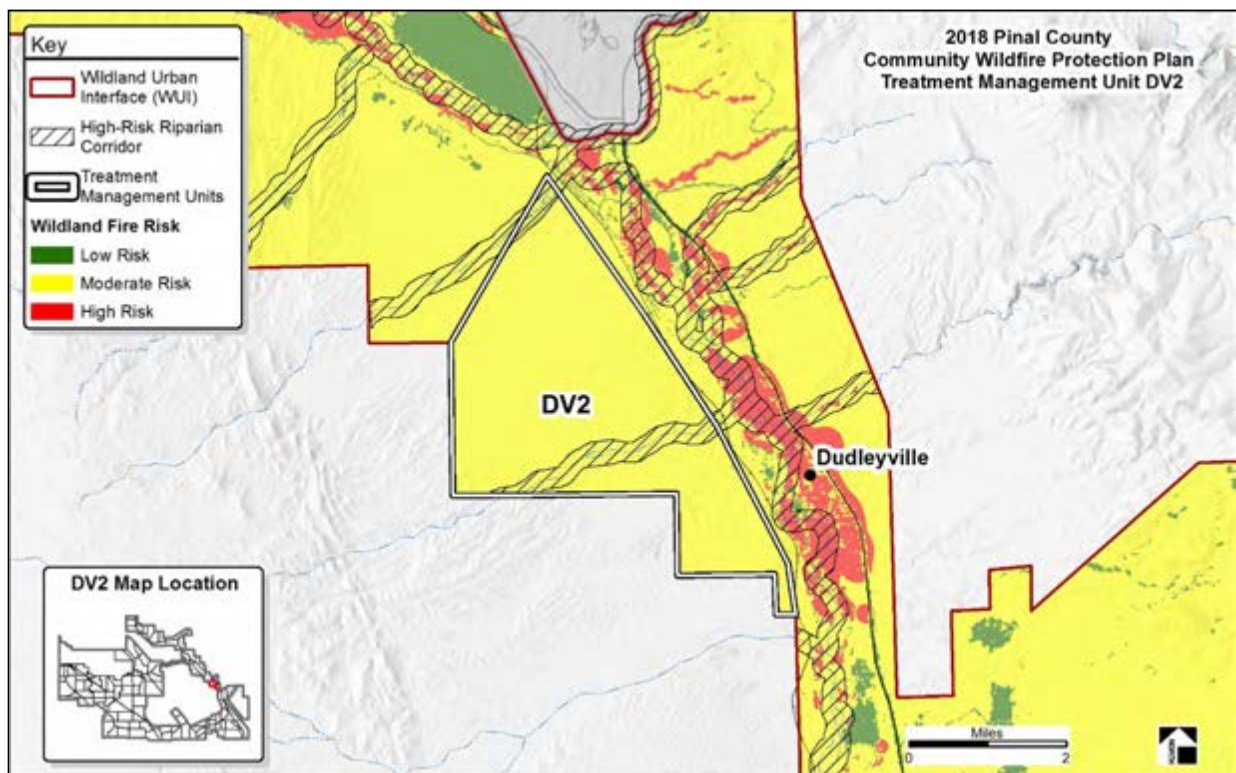
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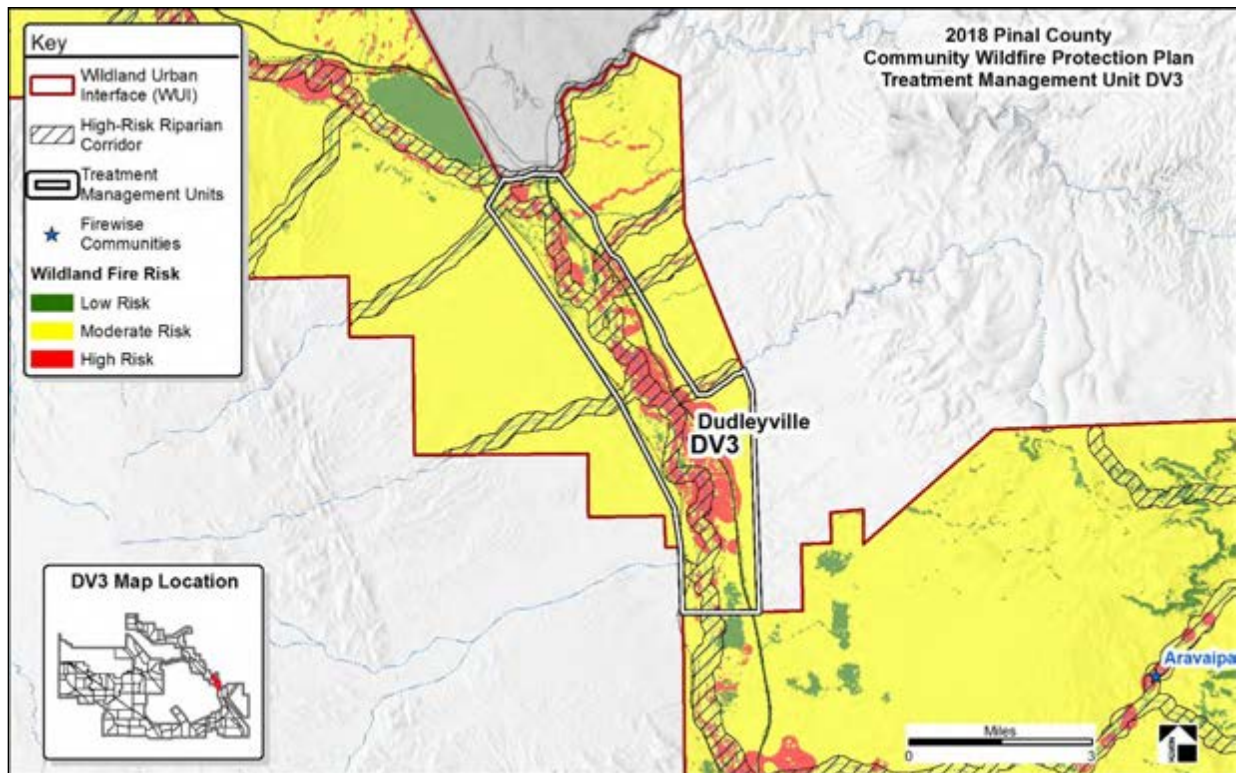
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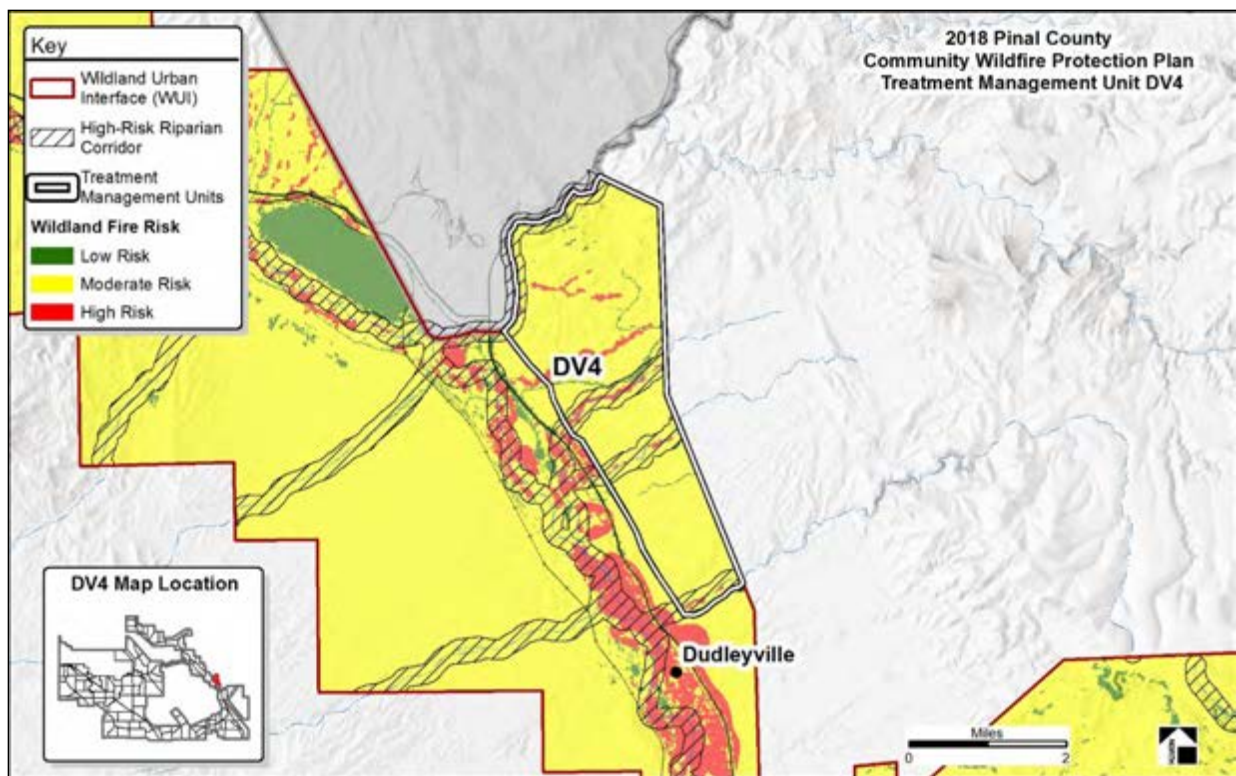
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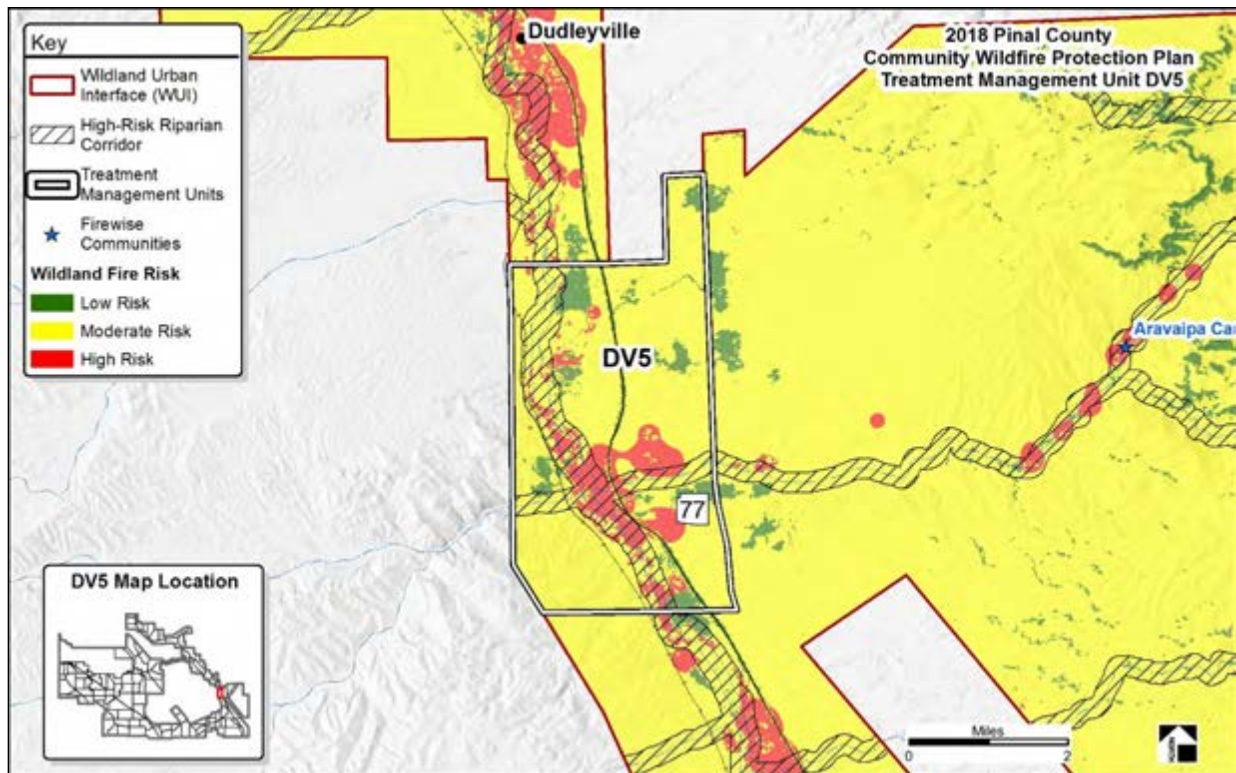
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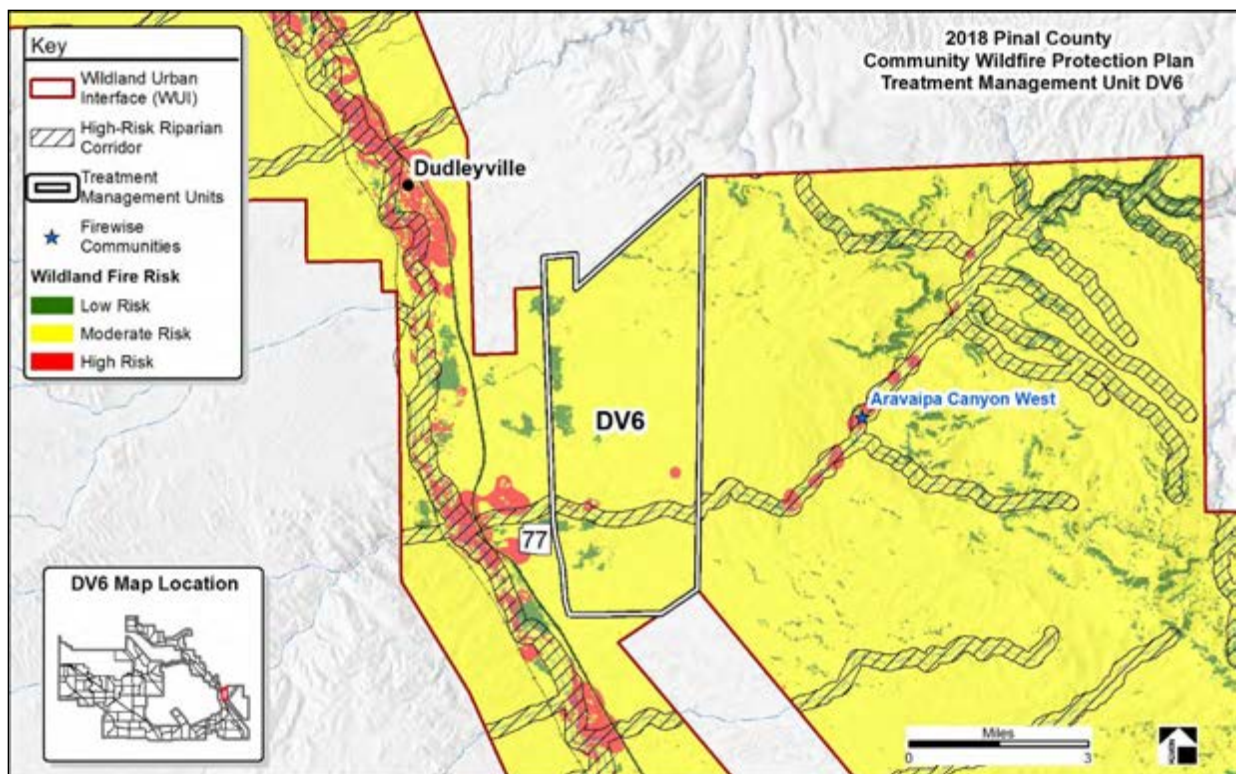
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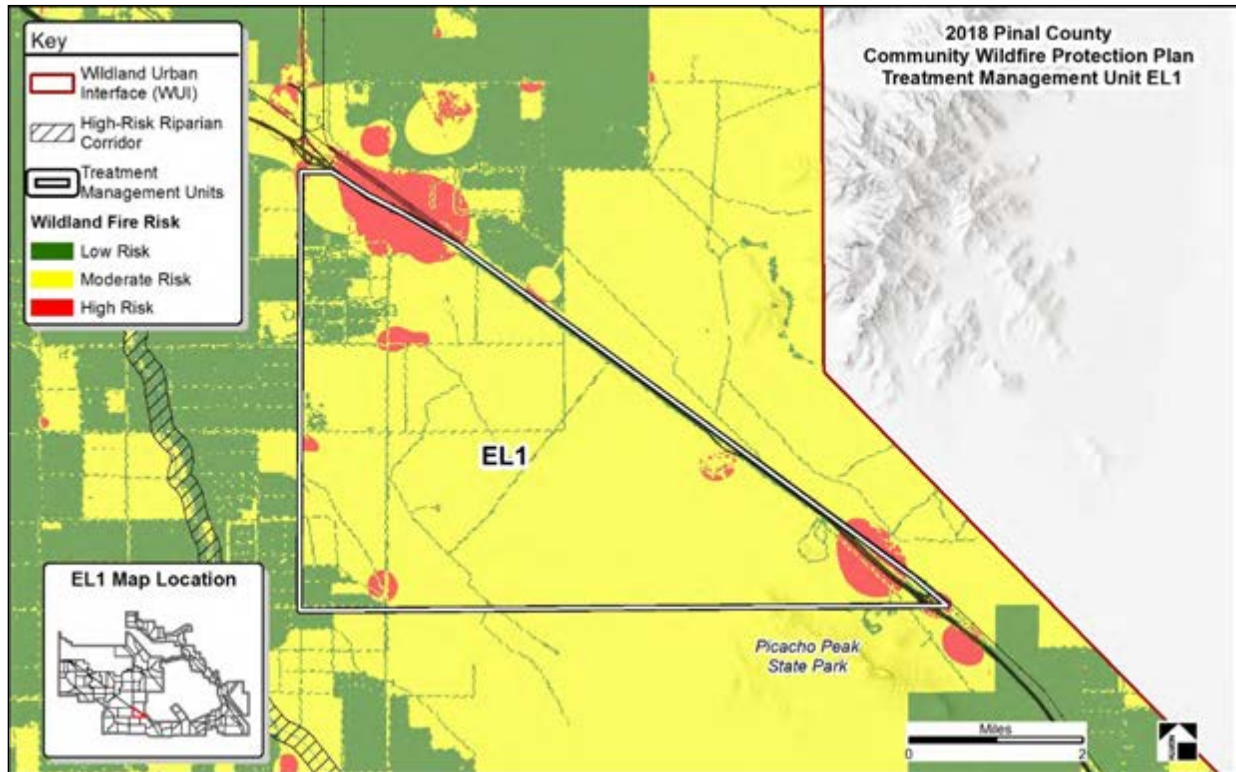
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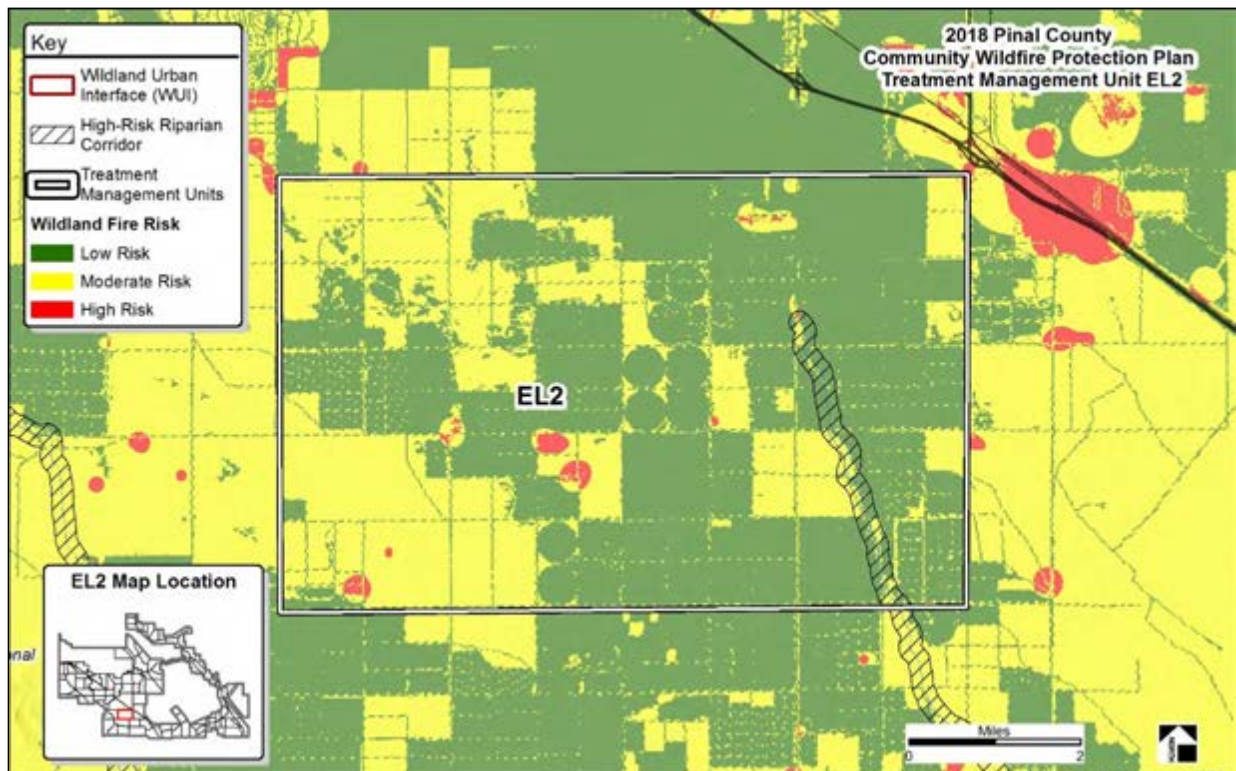
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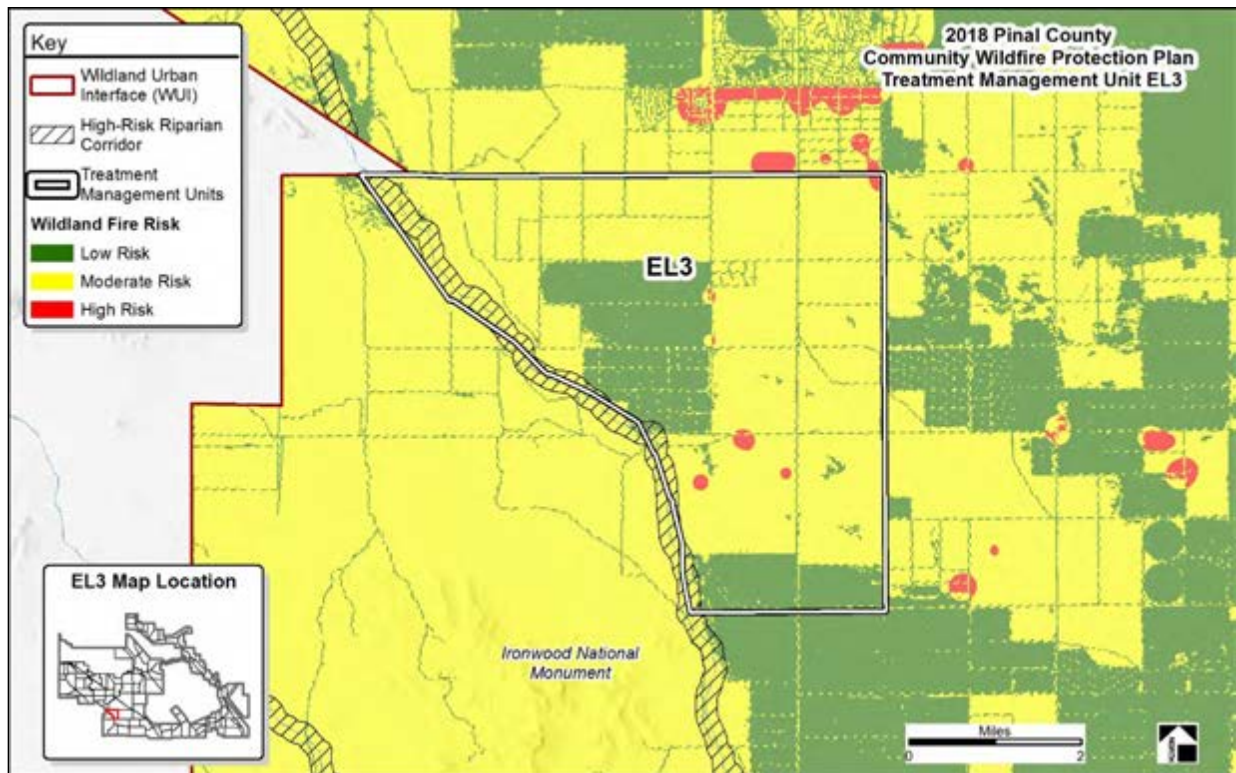
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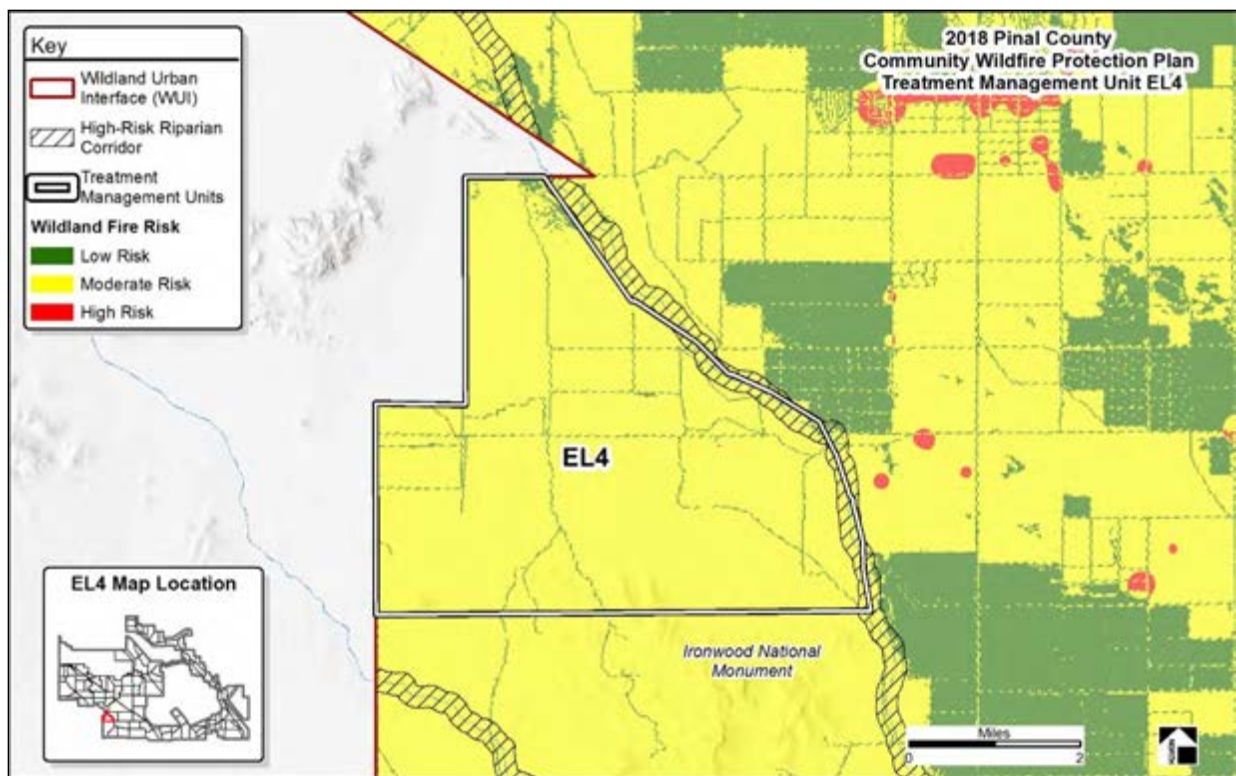
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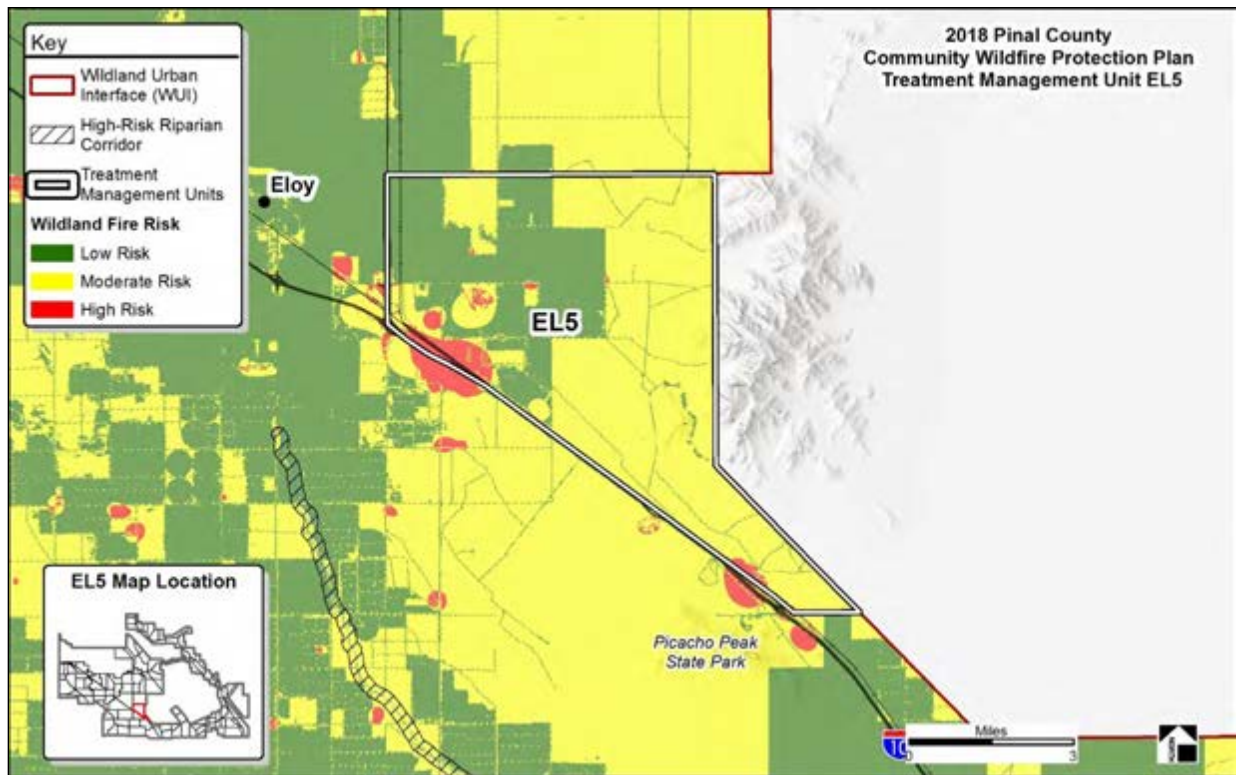
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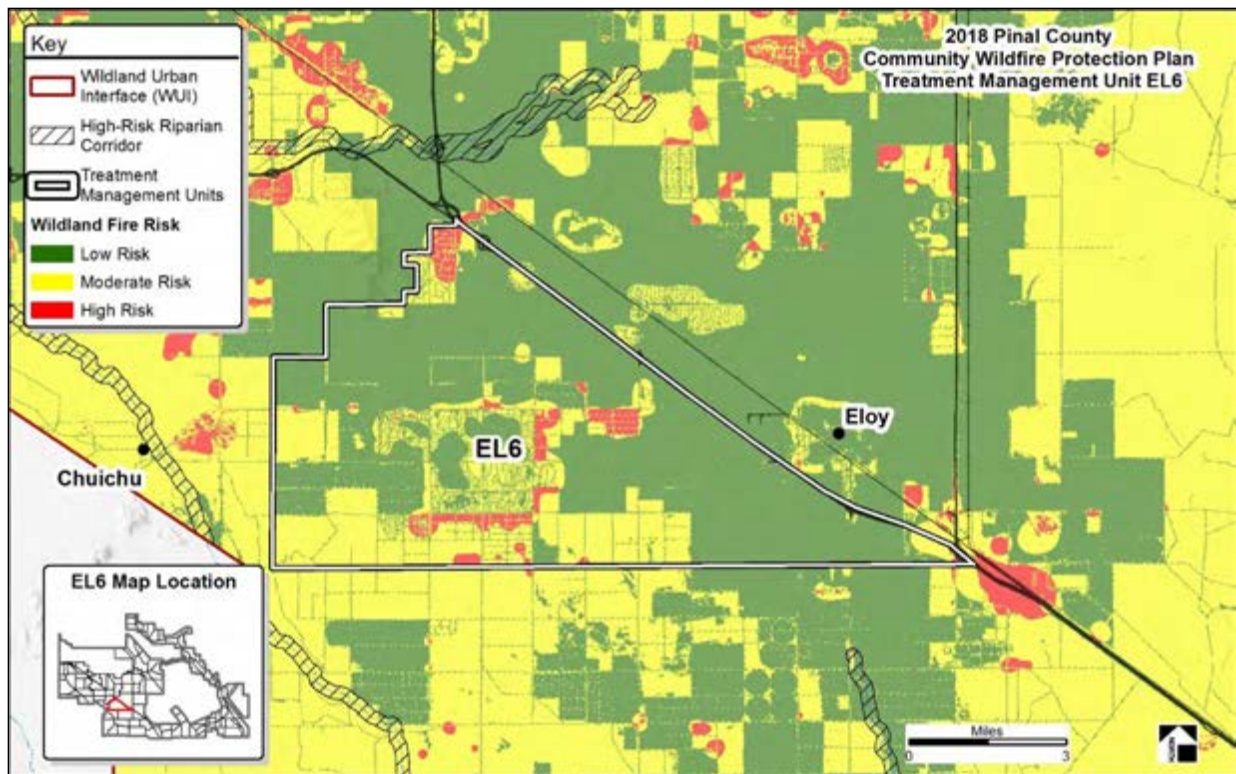
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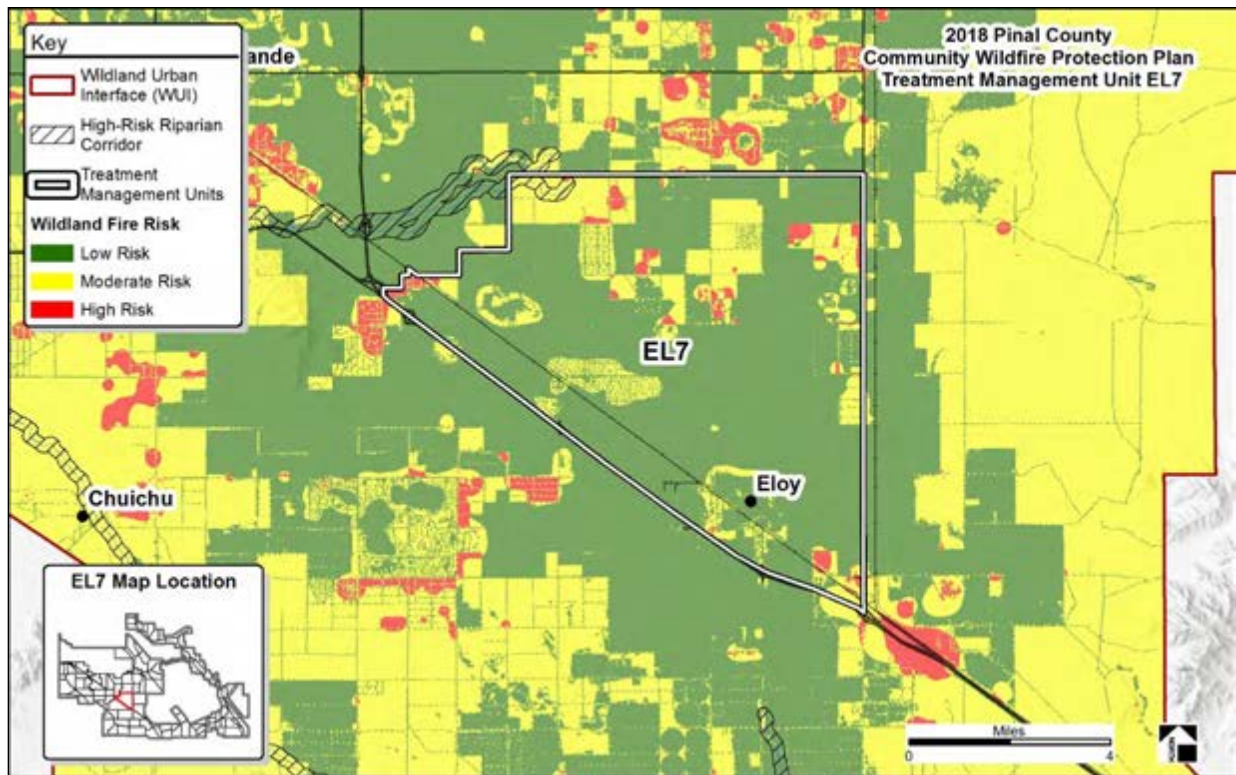
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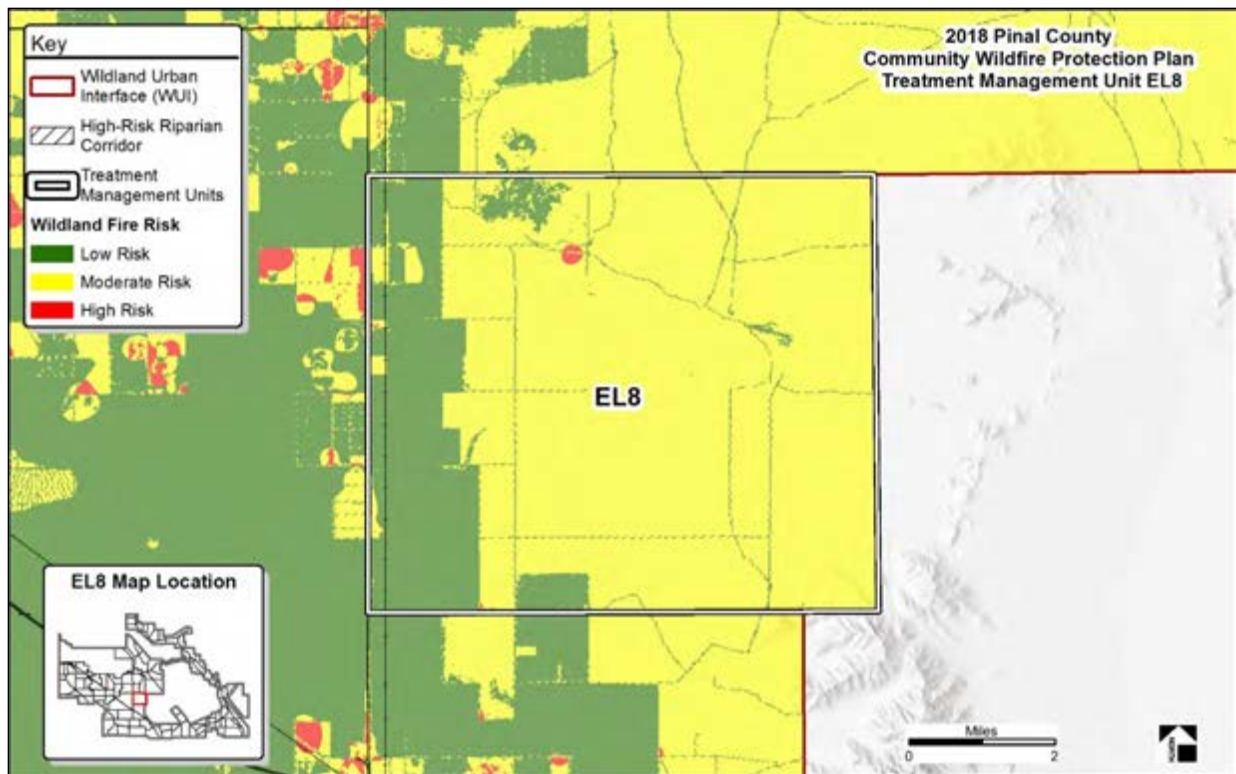
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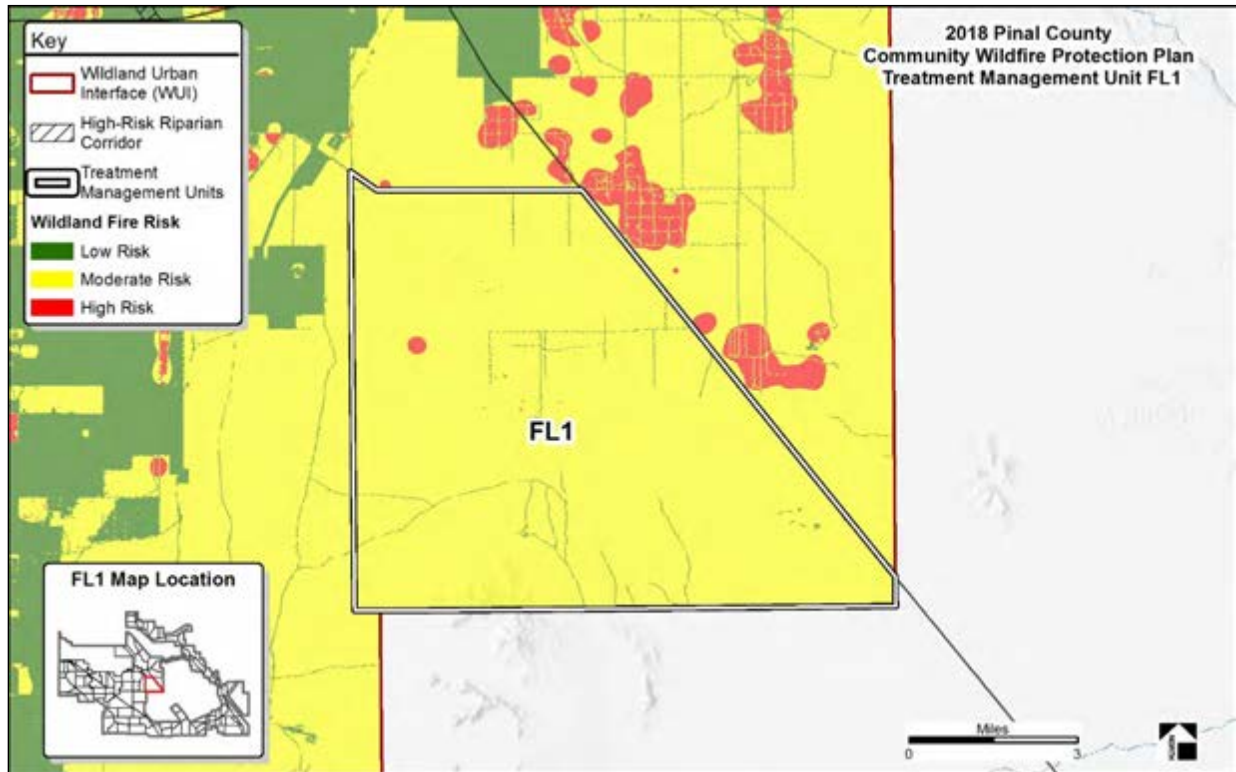


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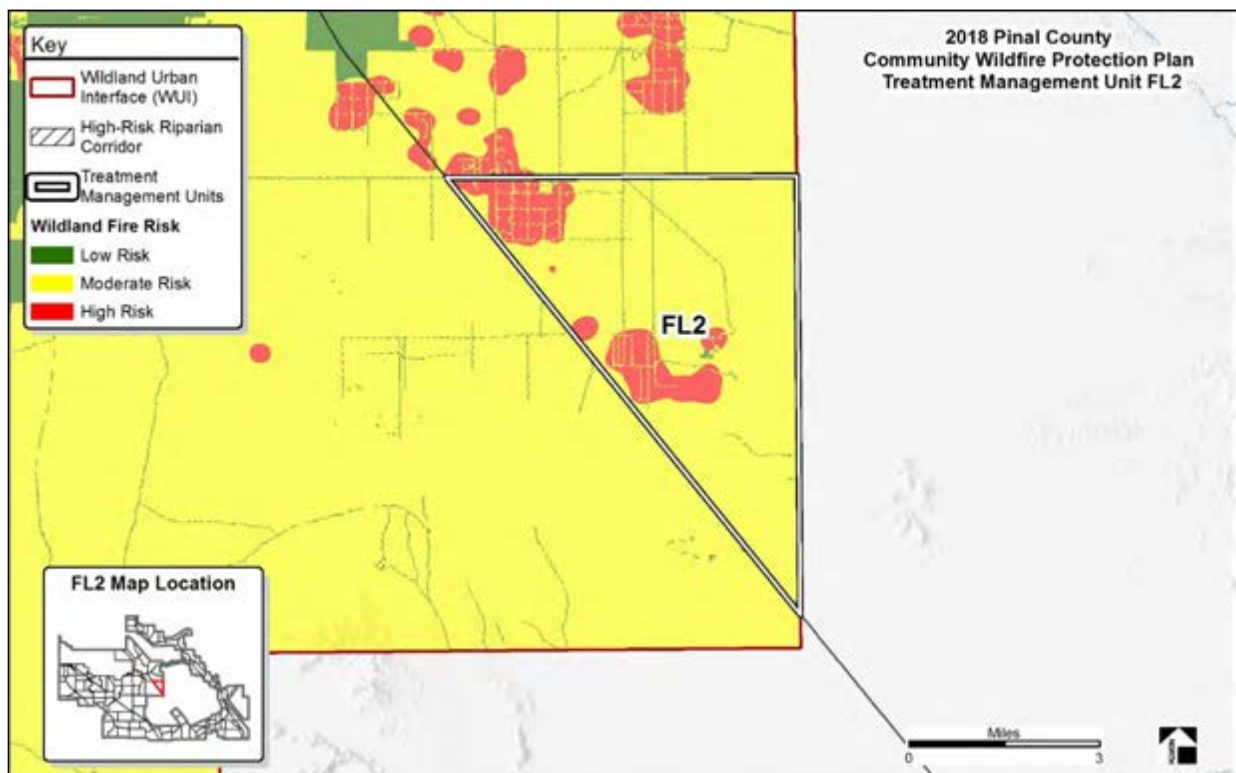


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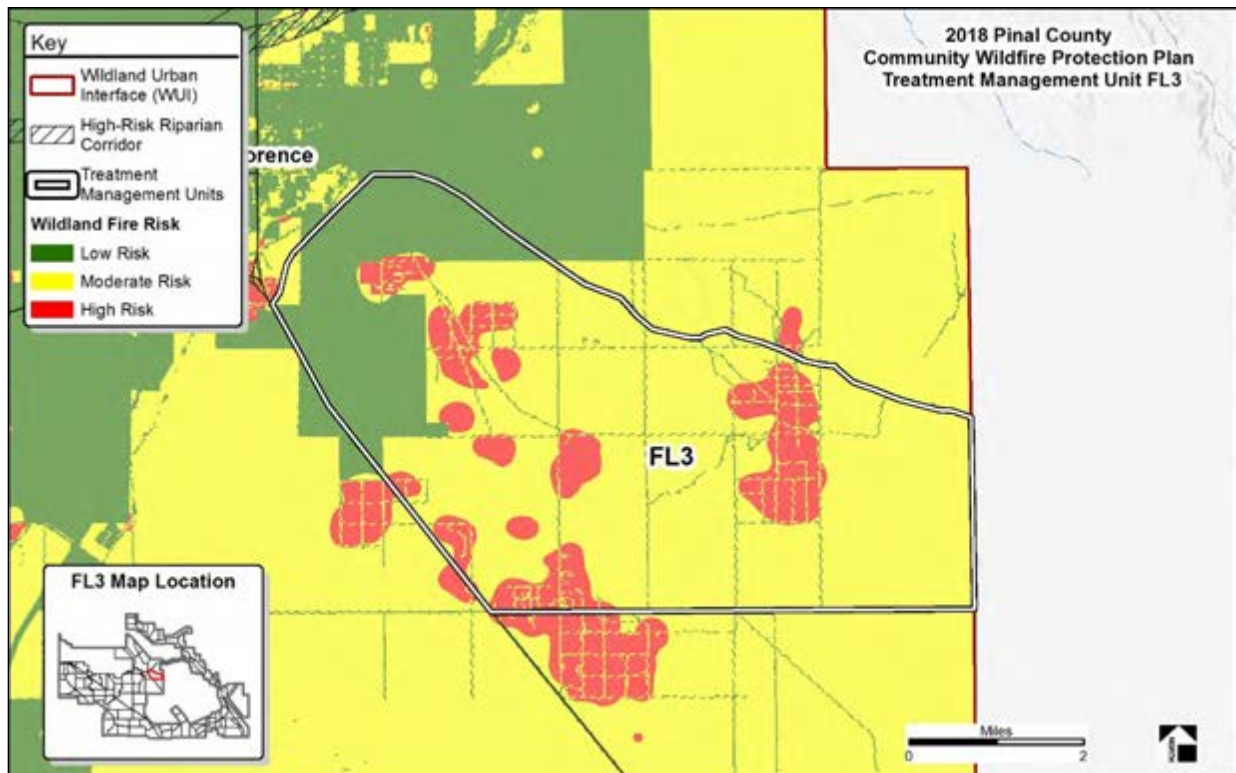
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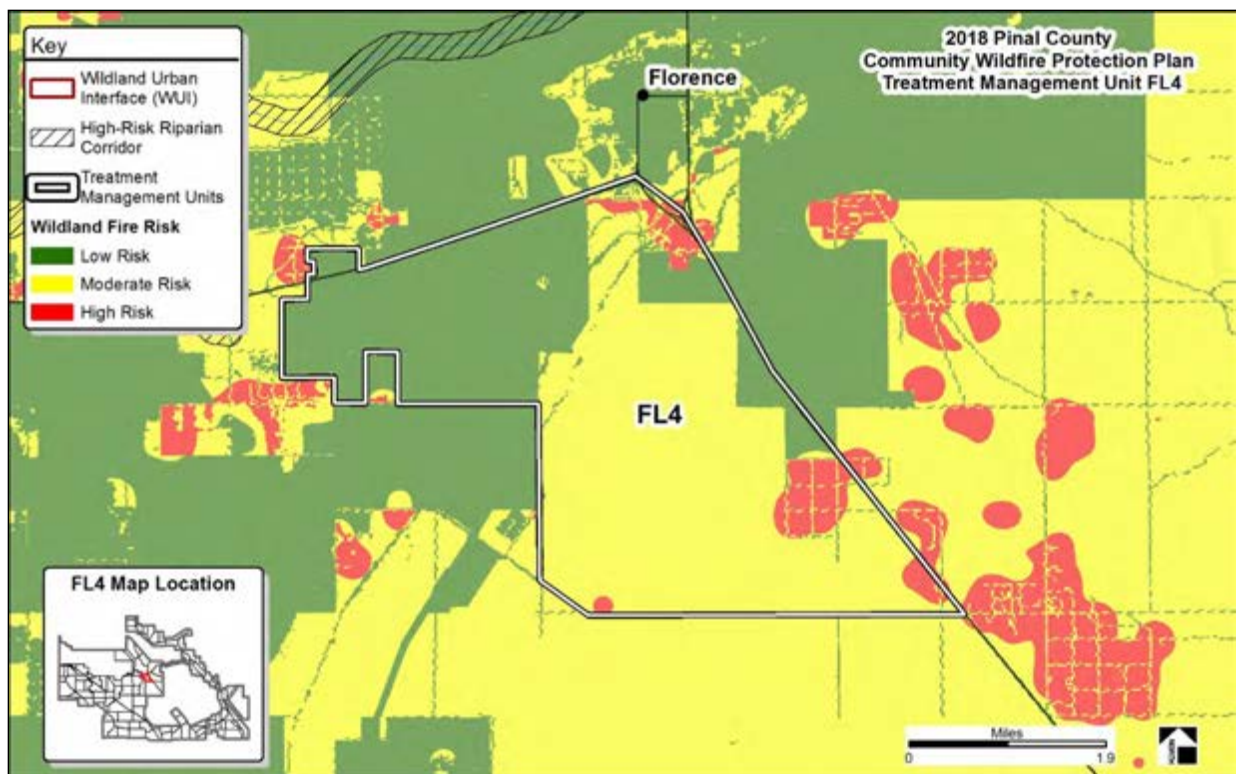
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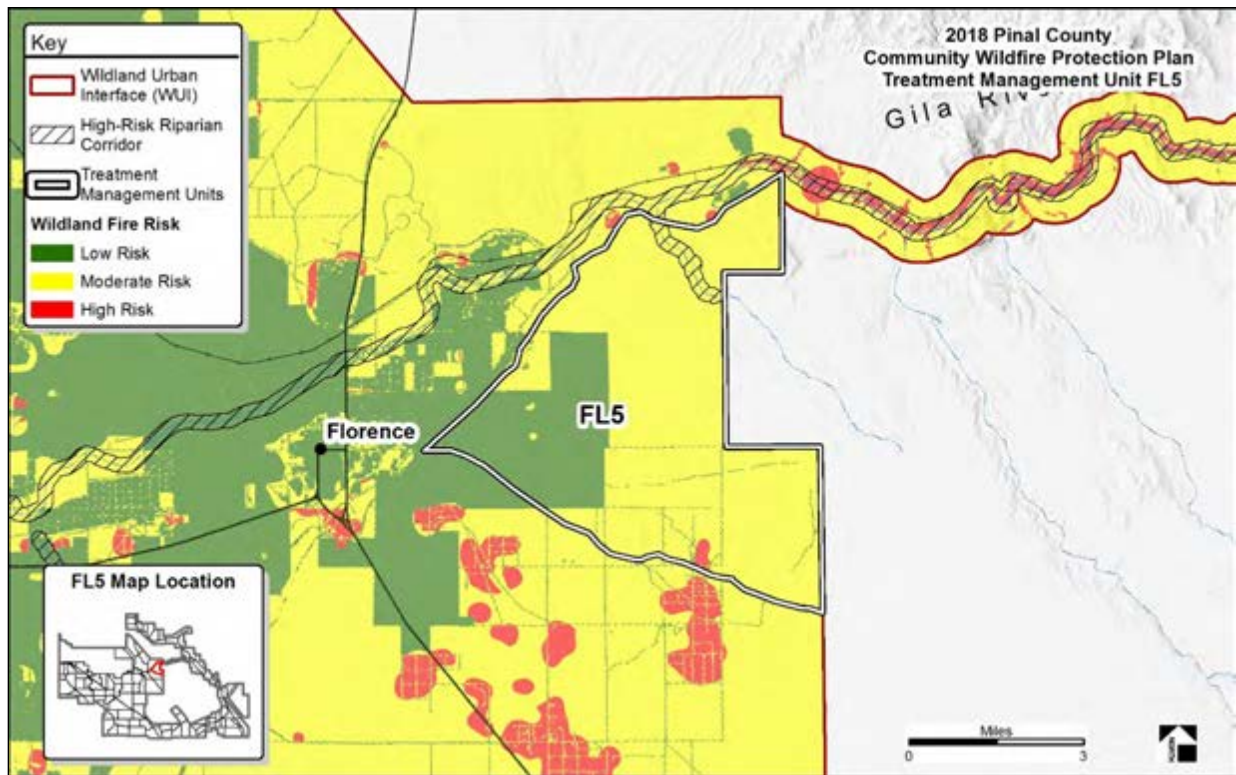
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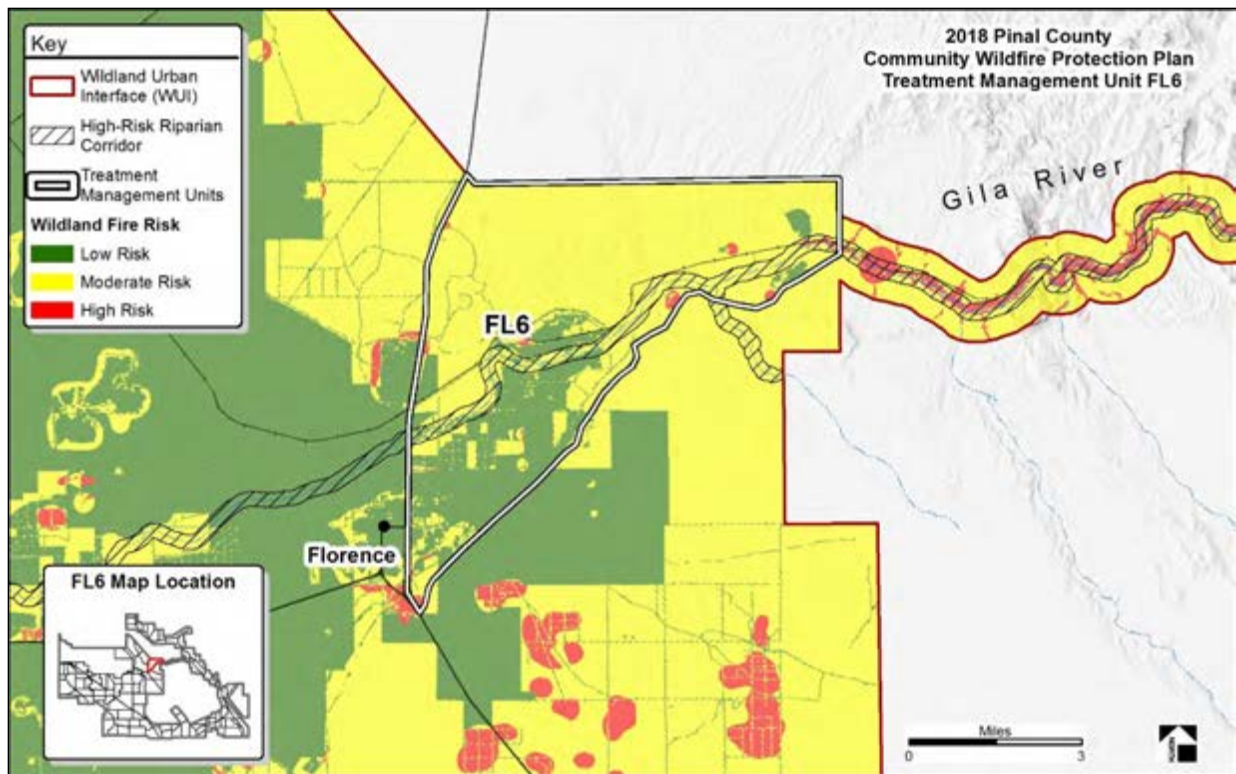
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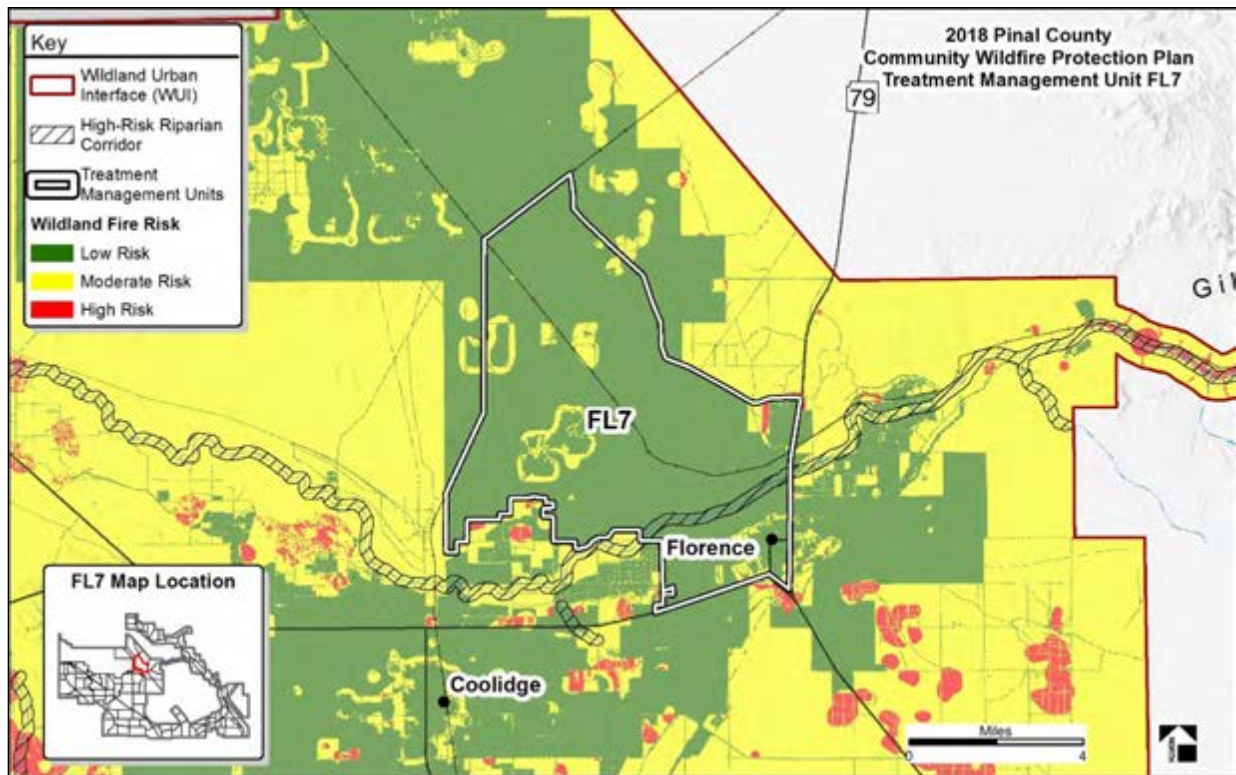
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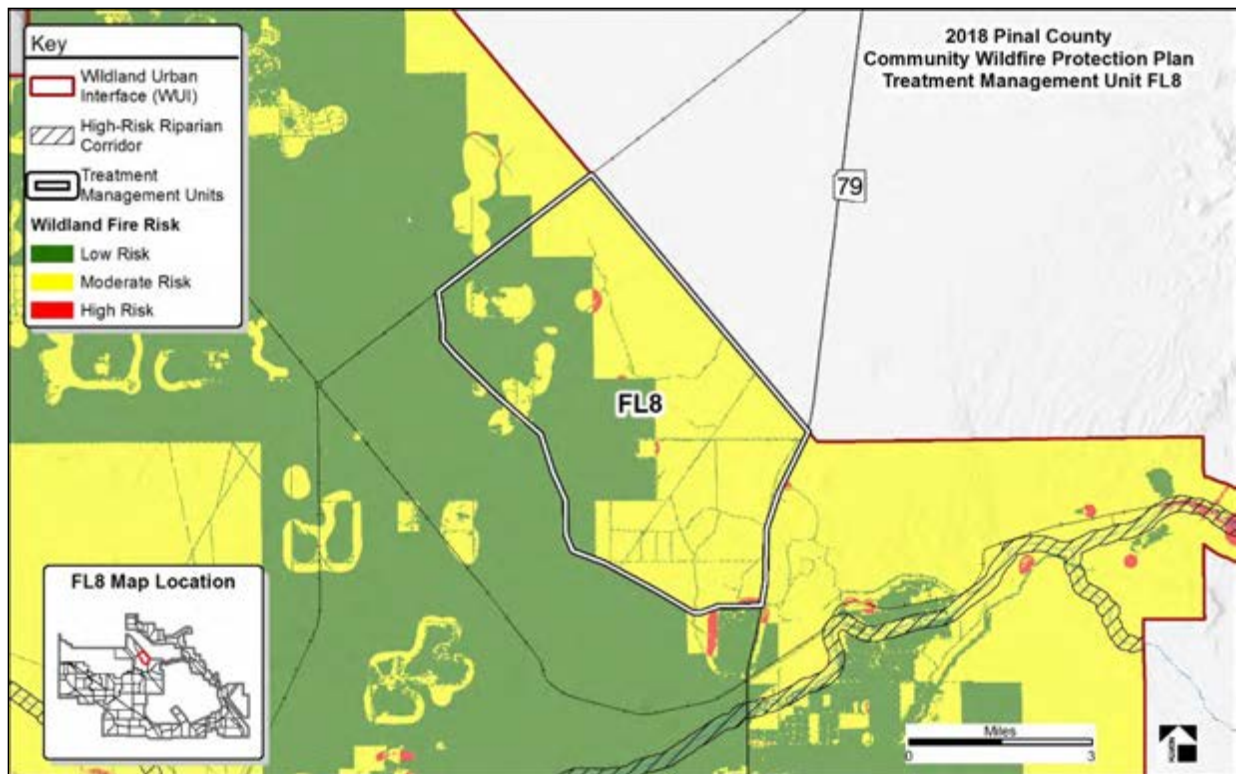
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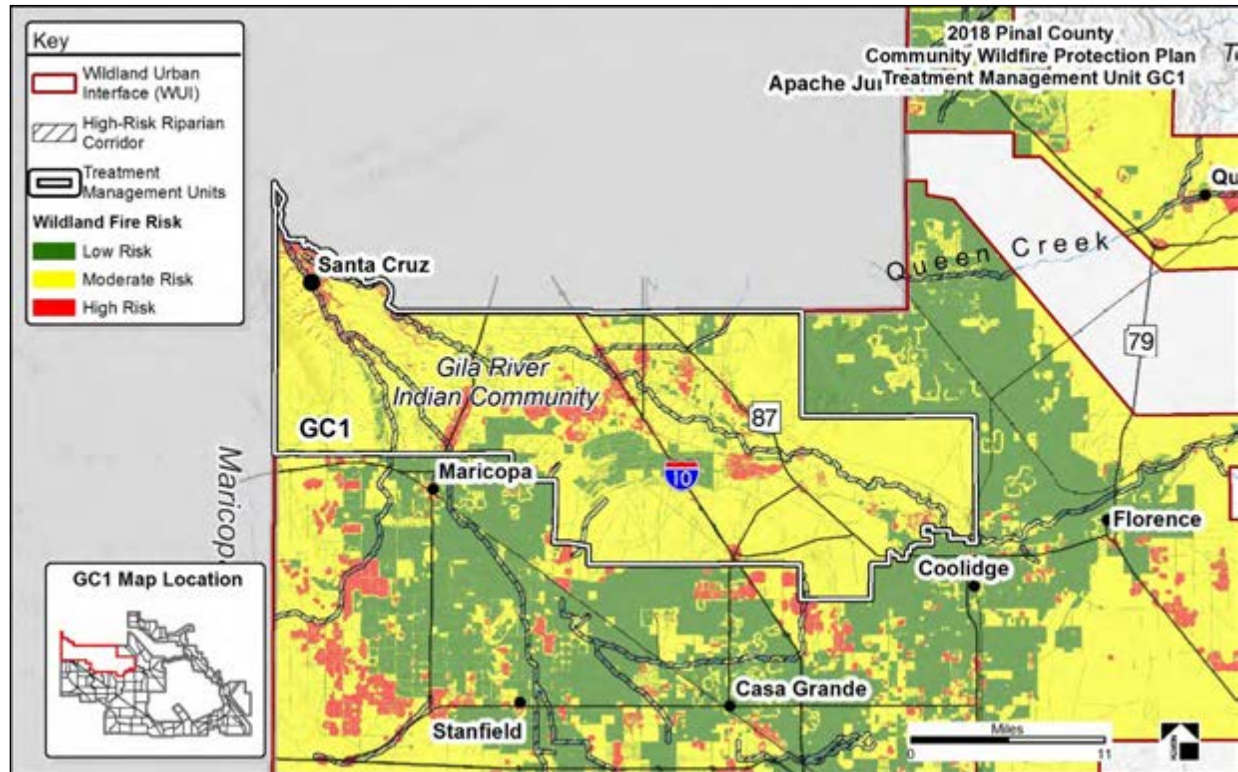


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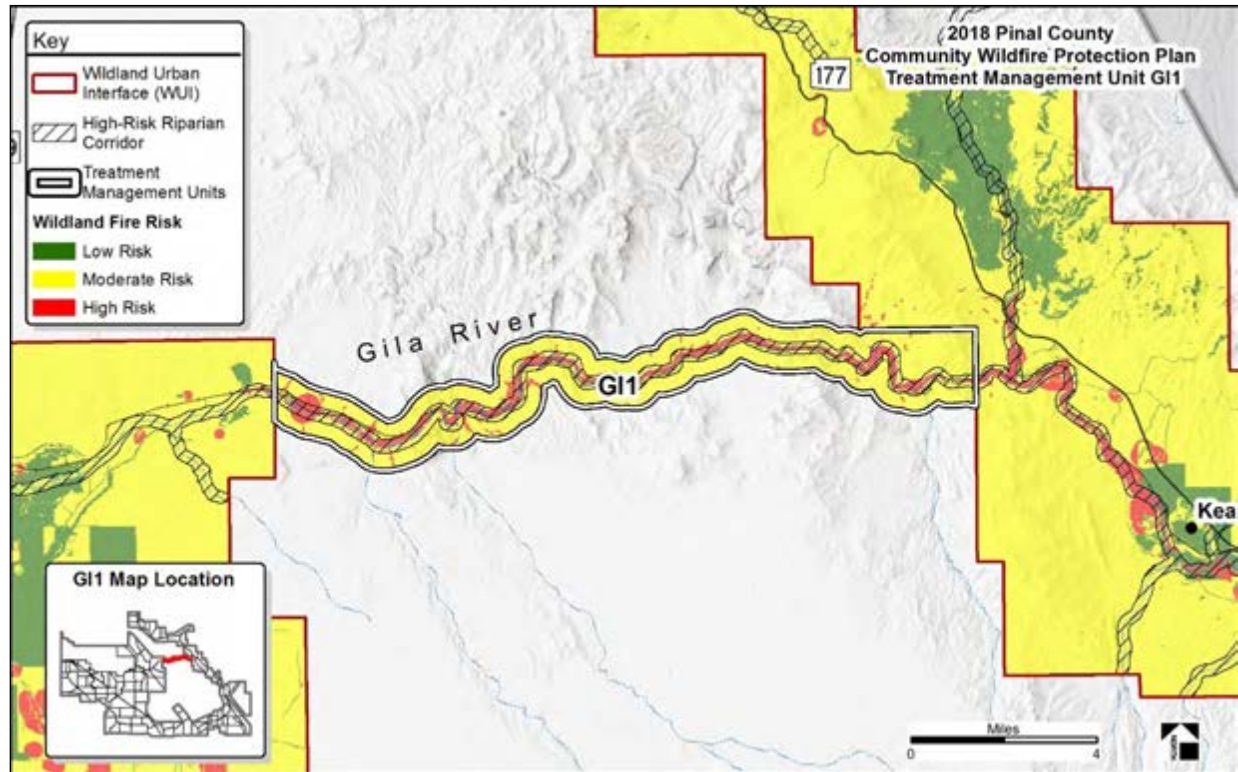
GILA RIVER INDIAN COMMUNITY WUI



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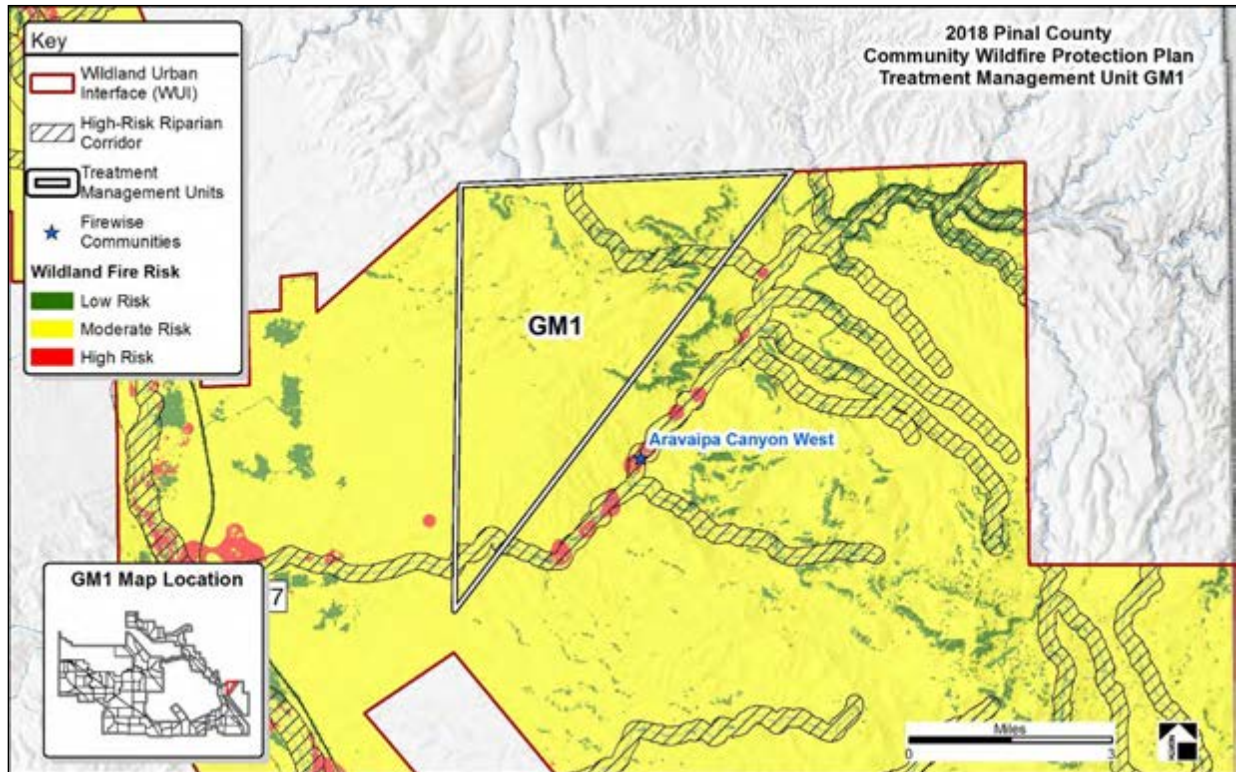
GILA RIVER RIPARIAN CORRIDOR WUI



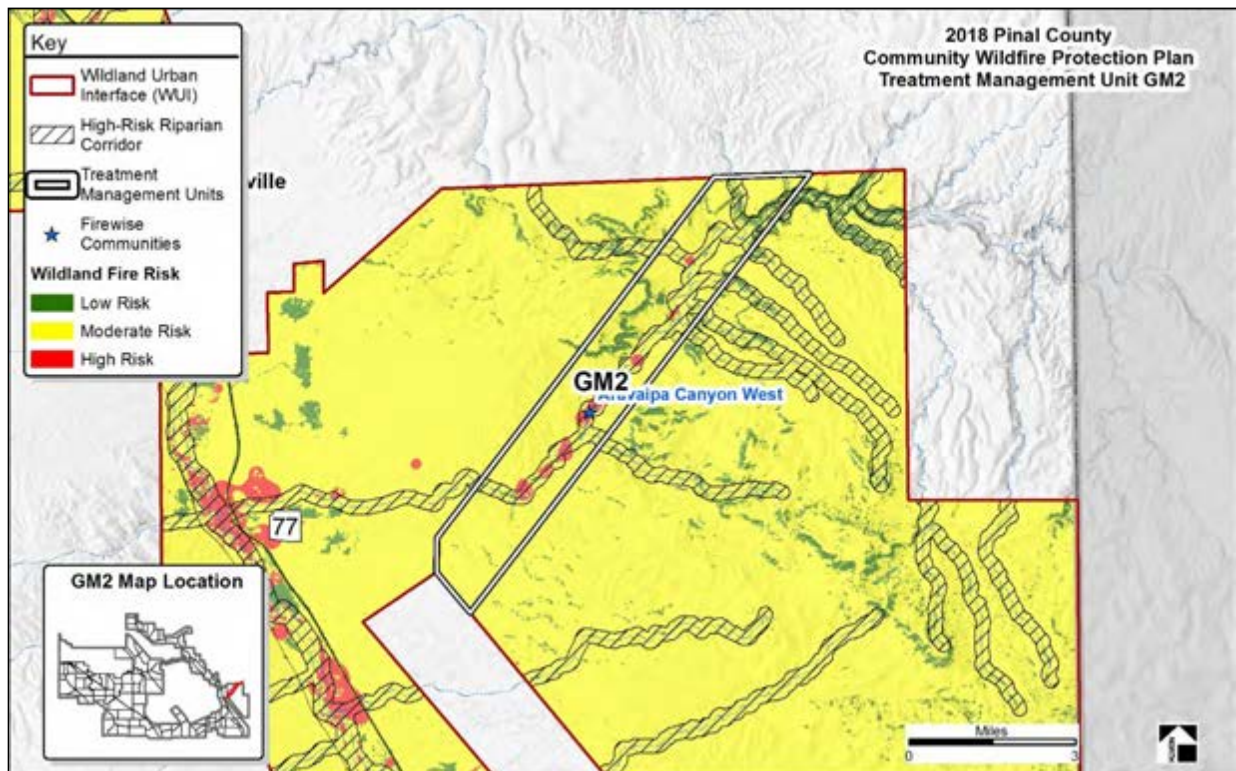
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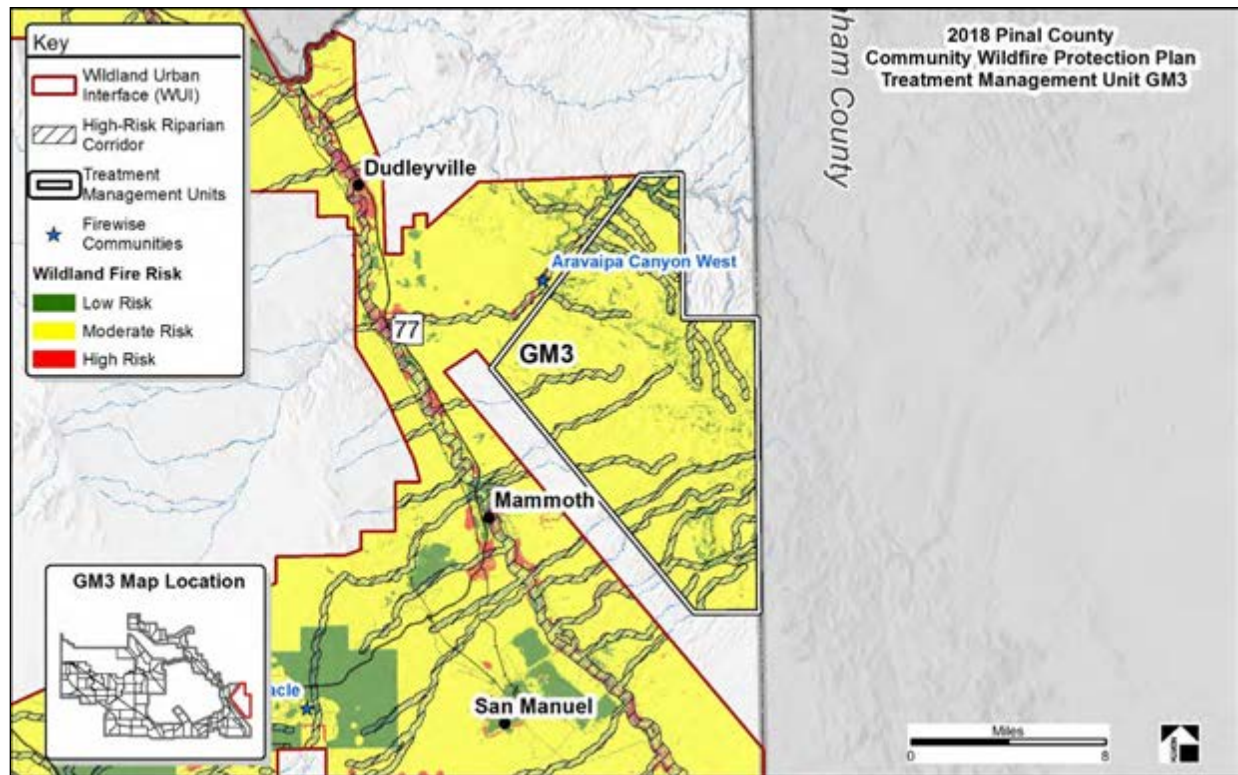
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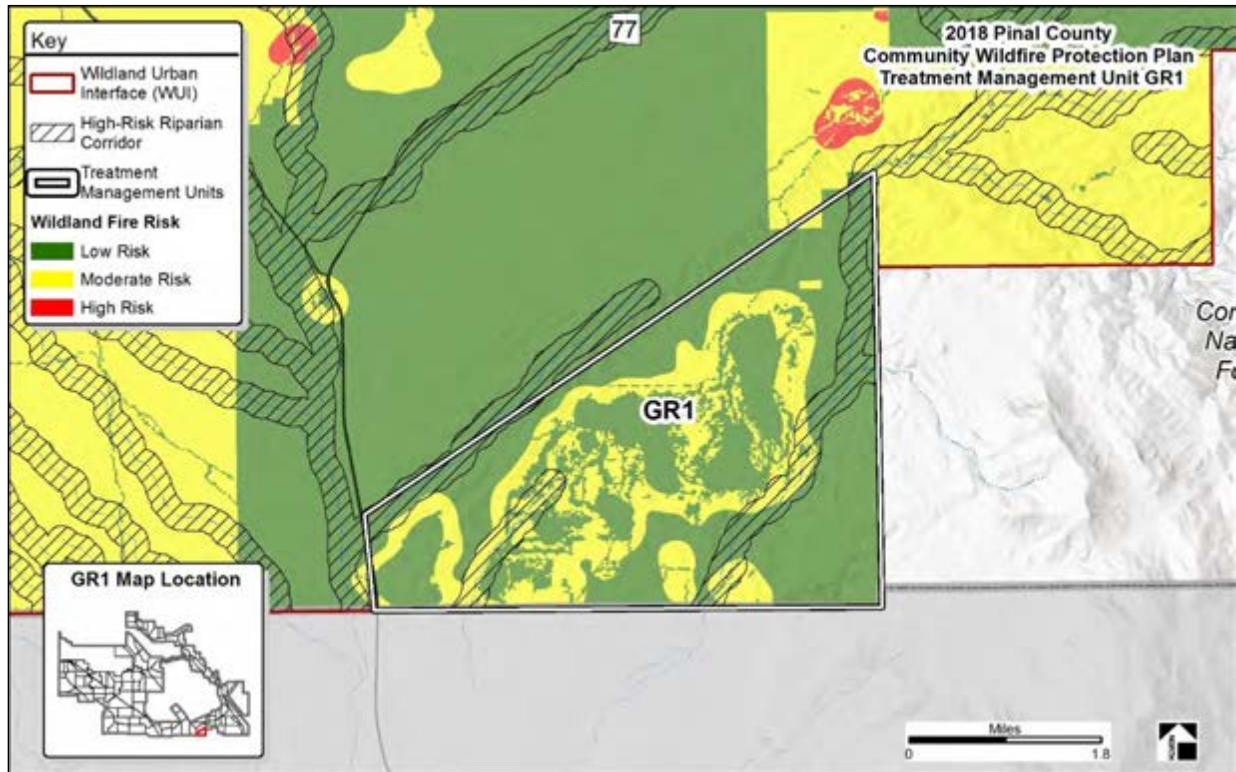


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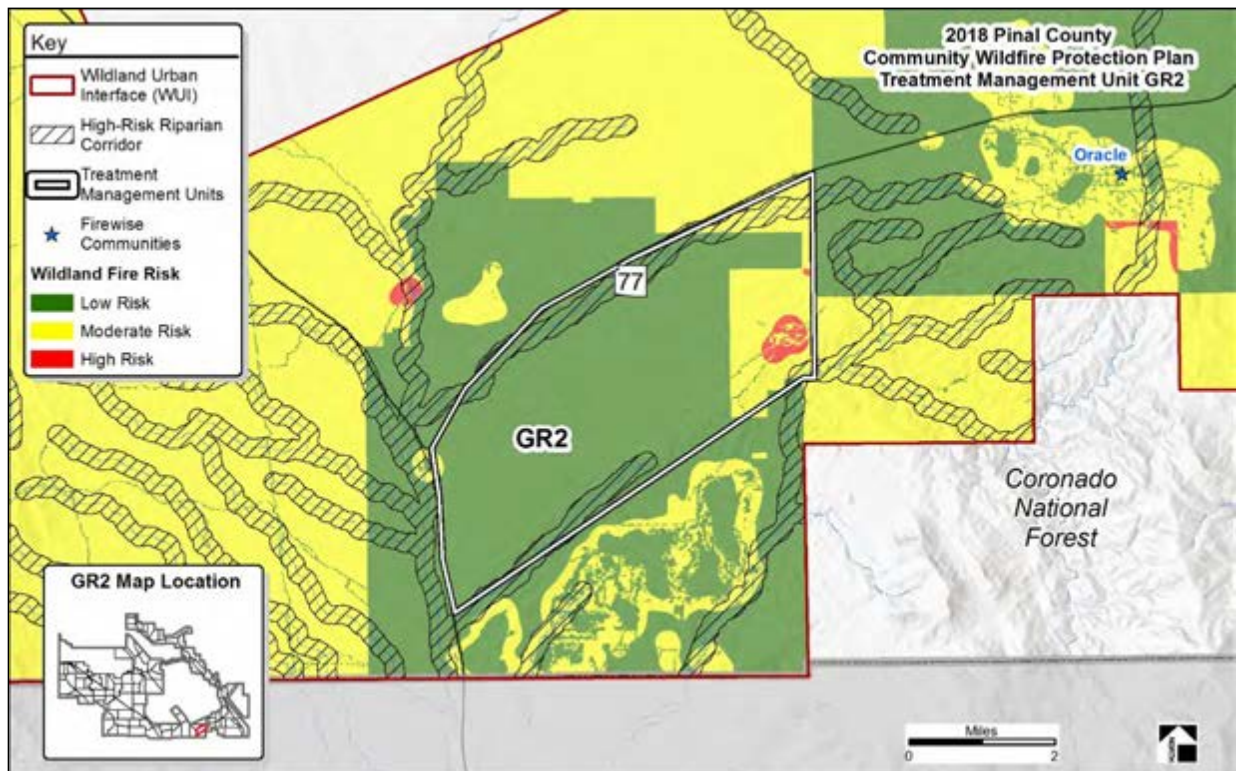


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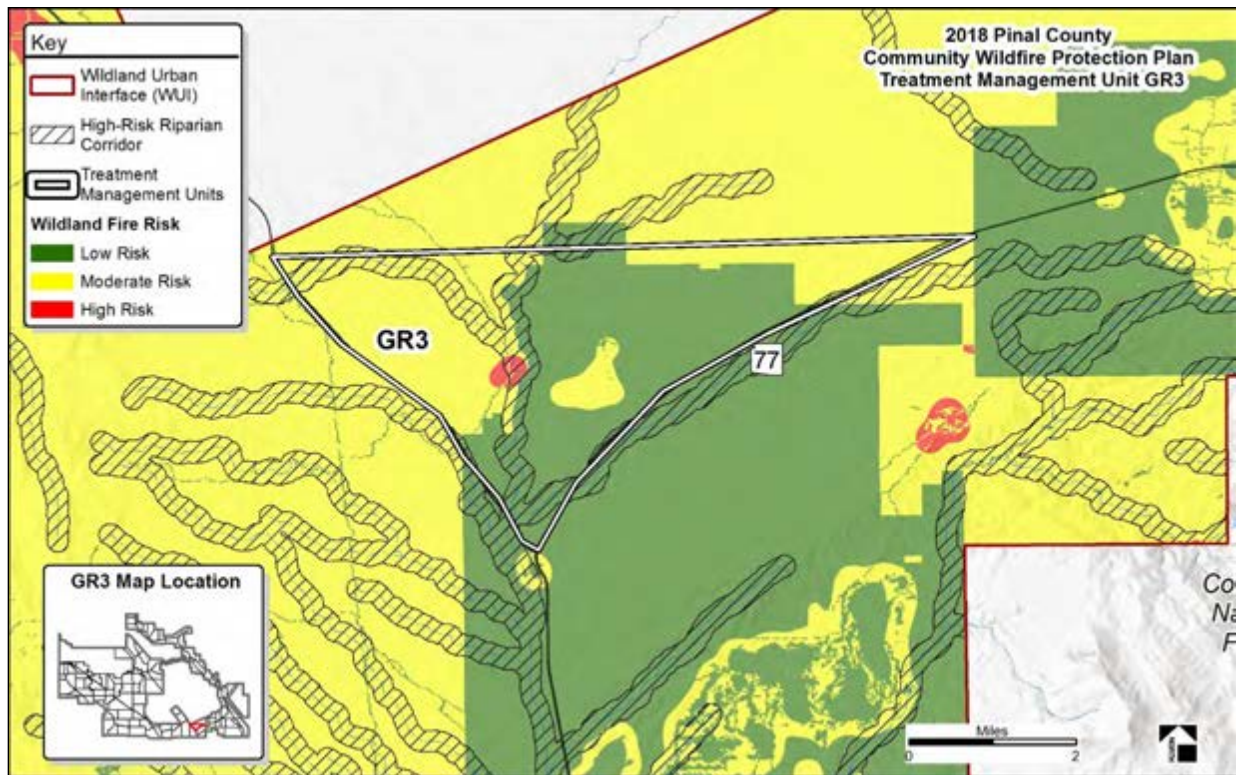
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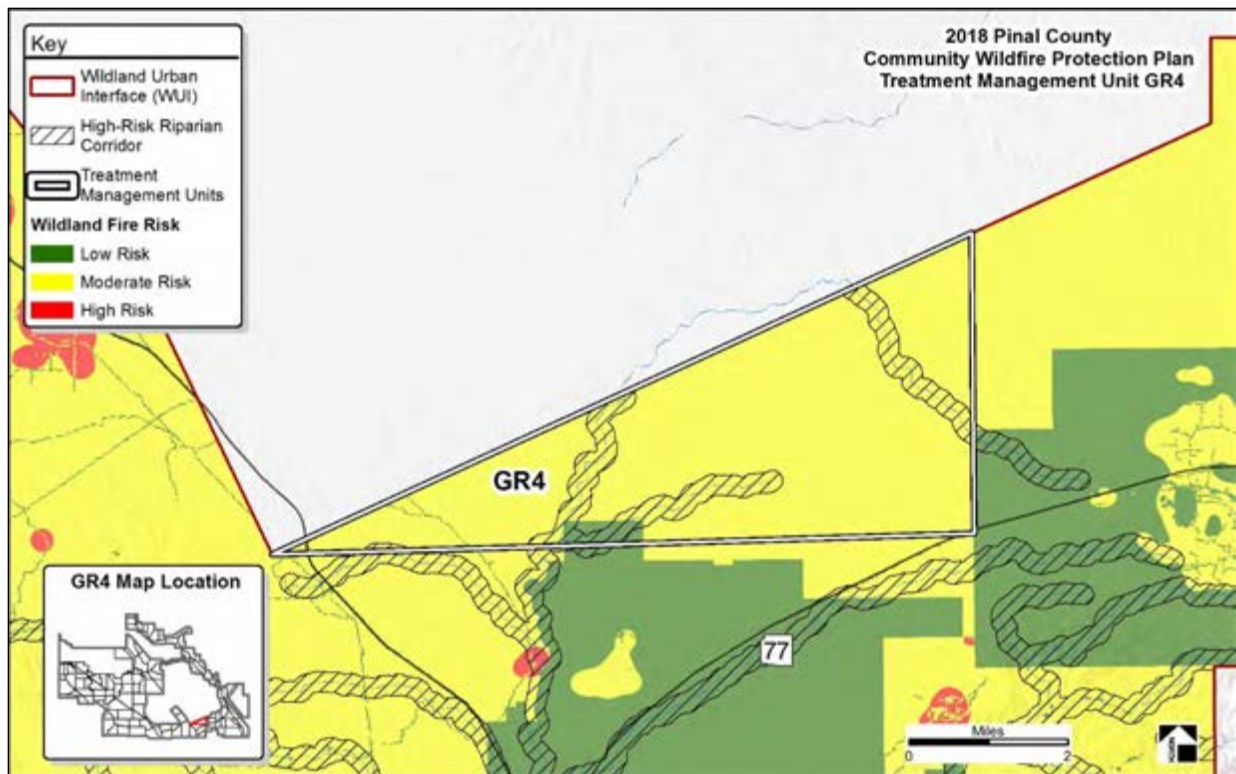
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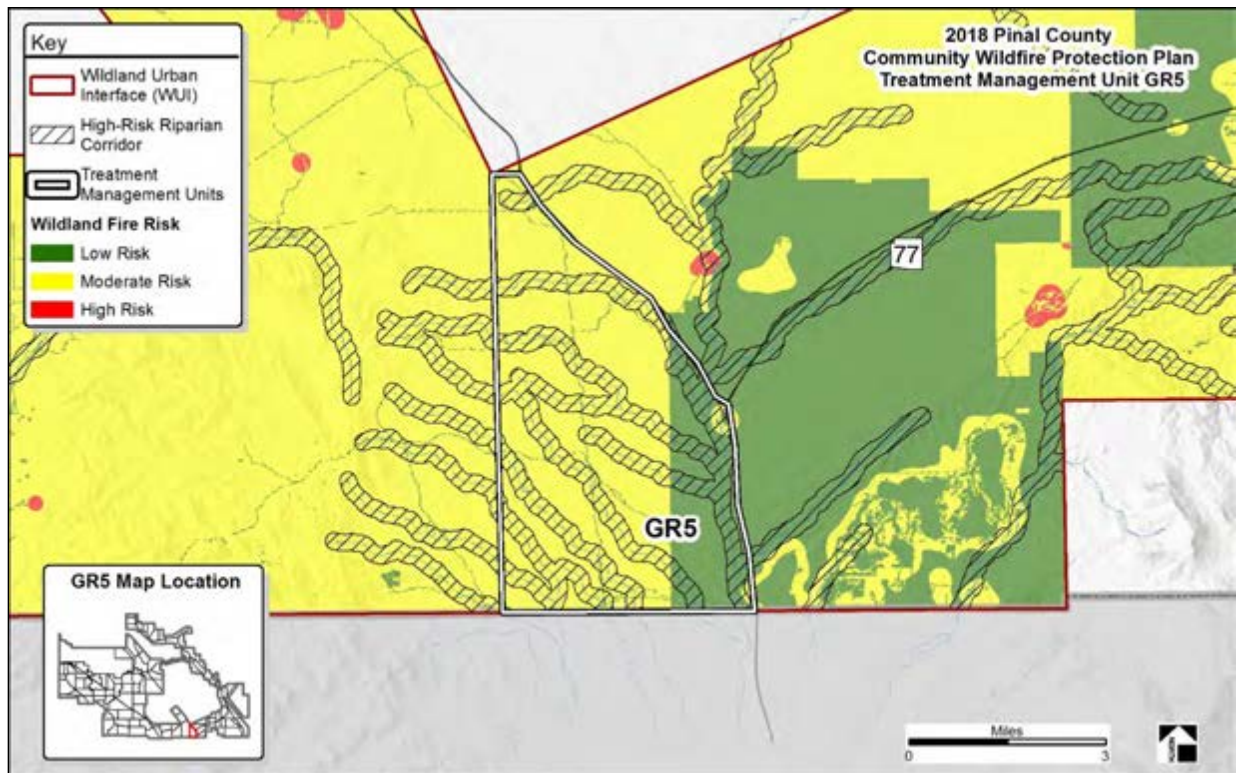
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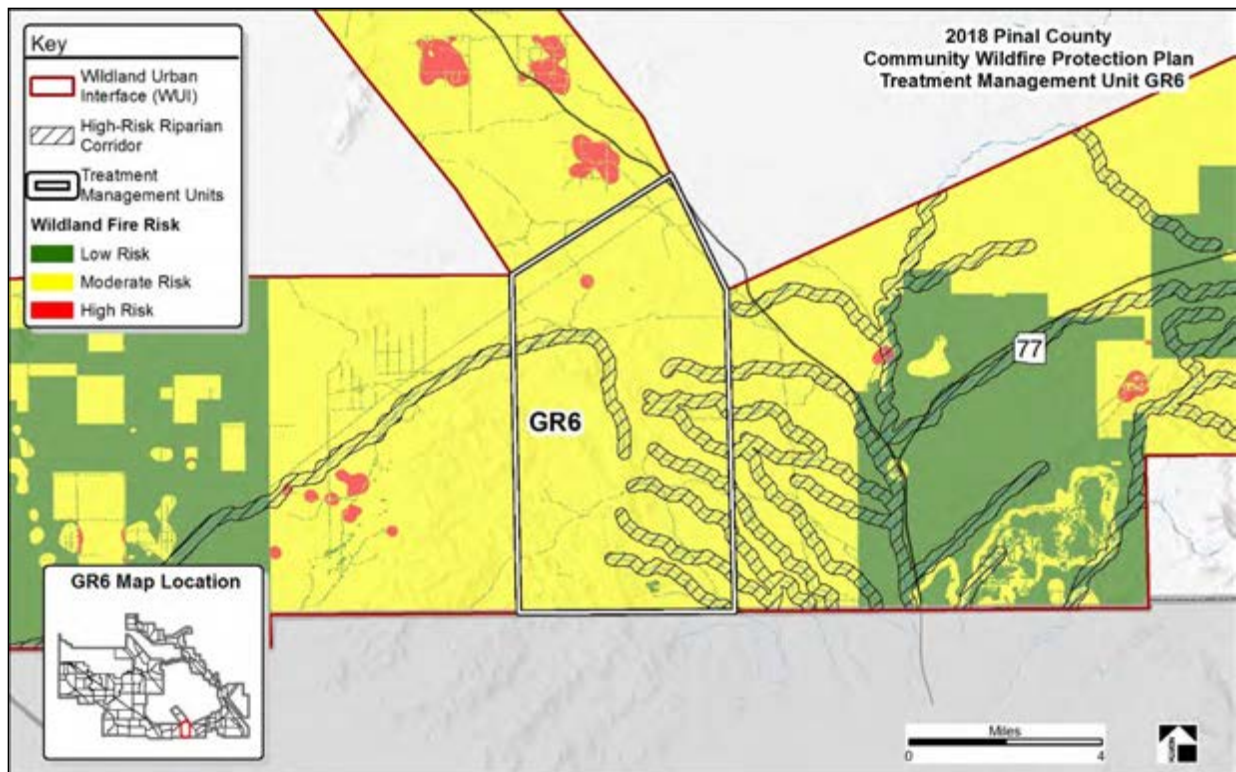
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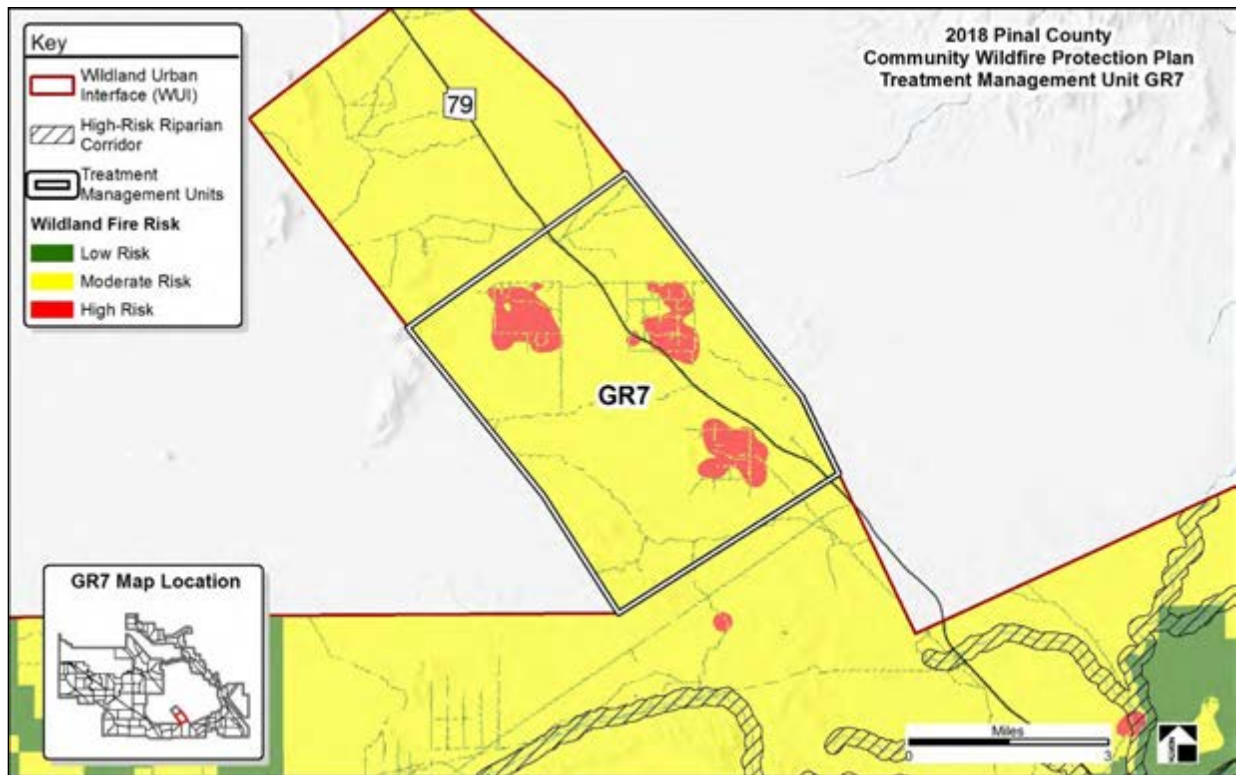
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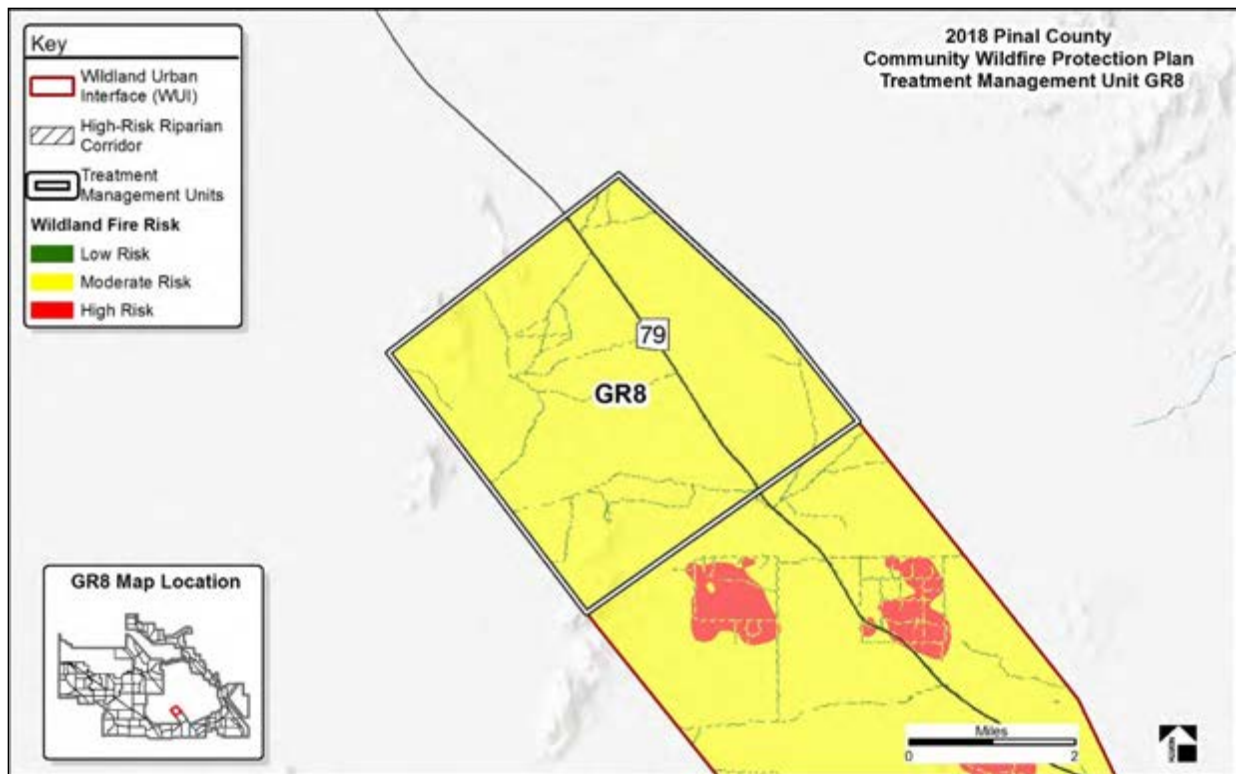
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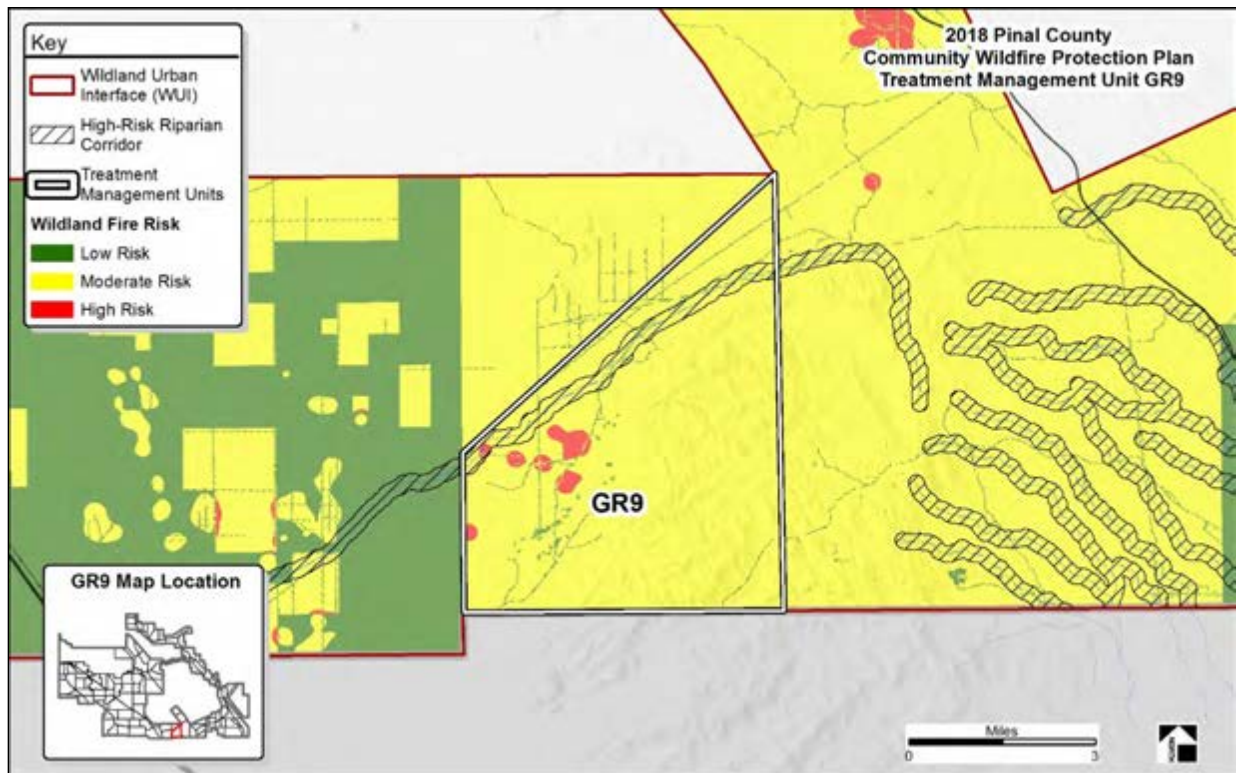
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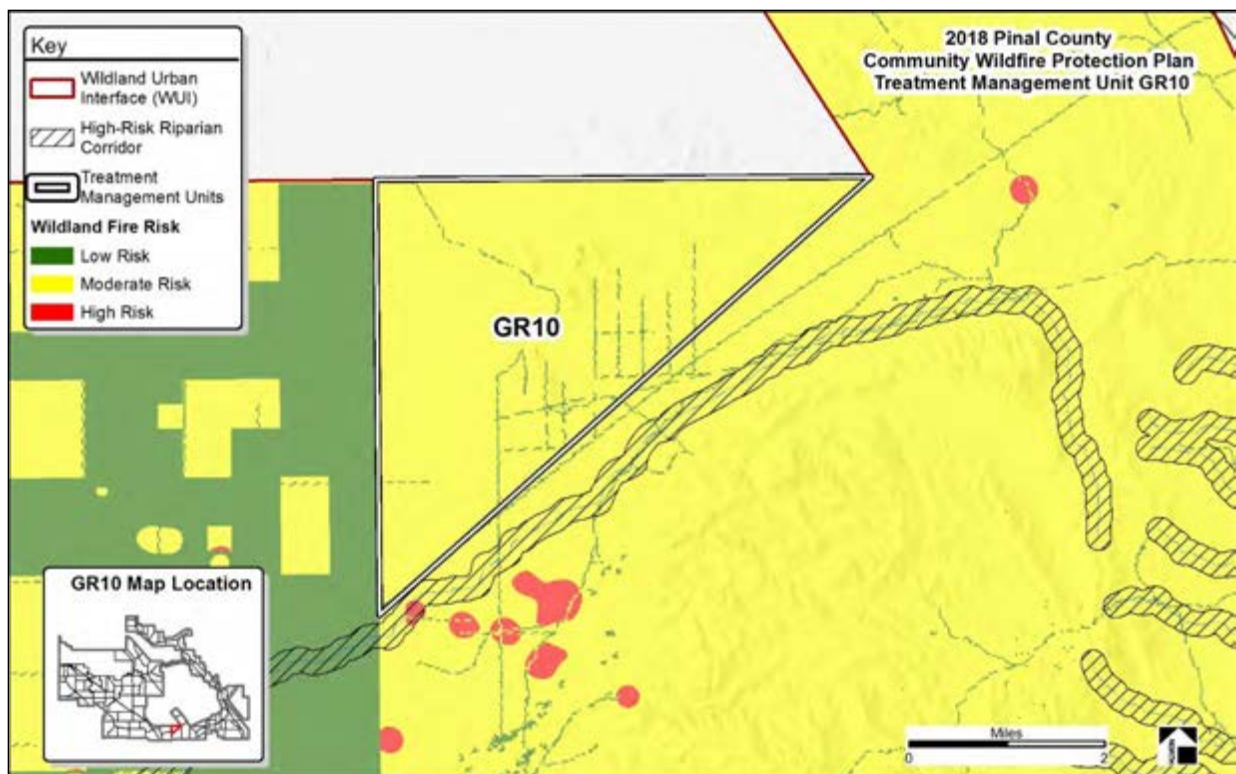
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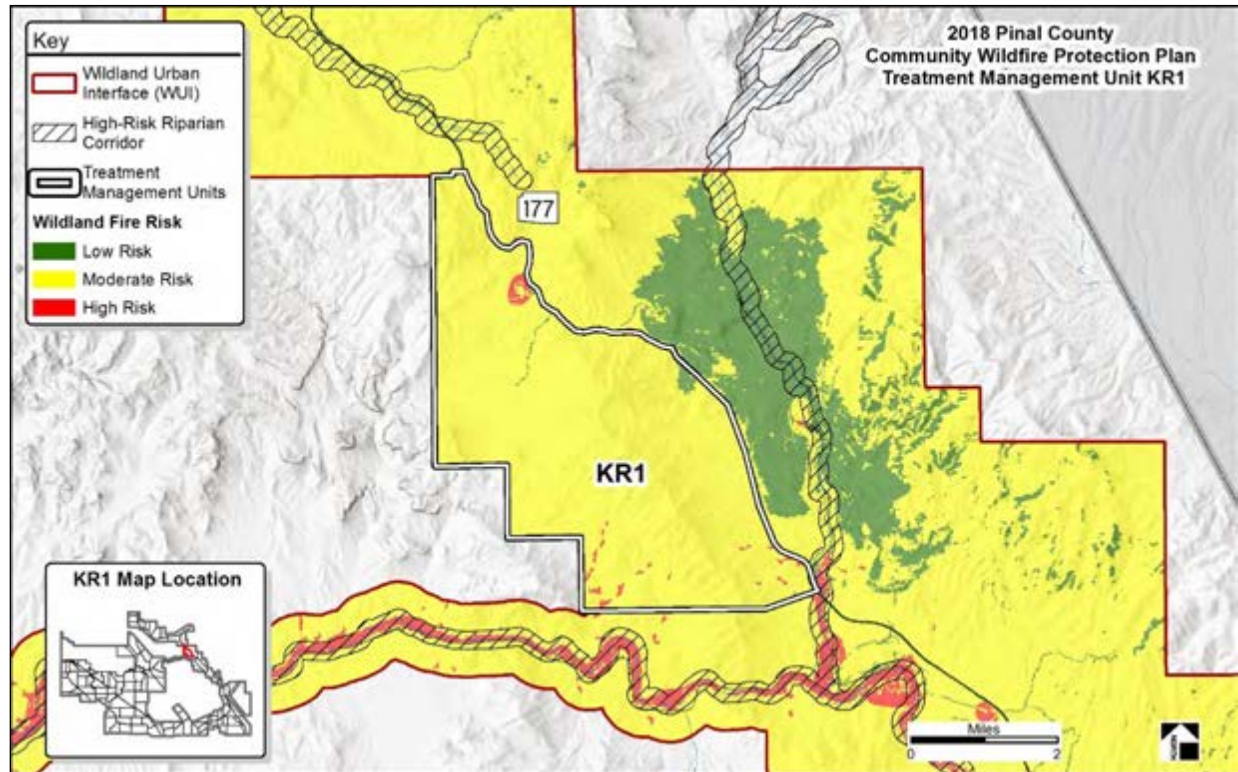
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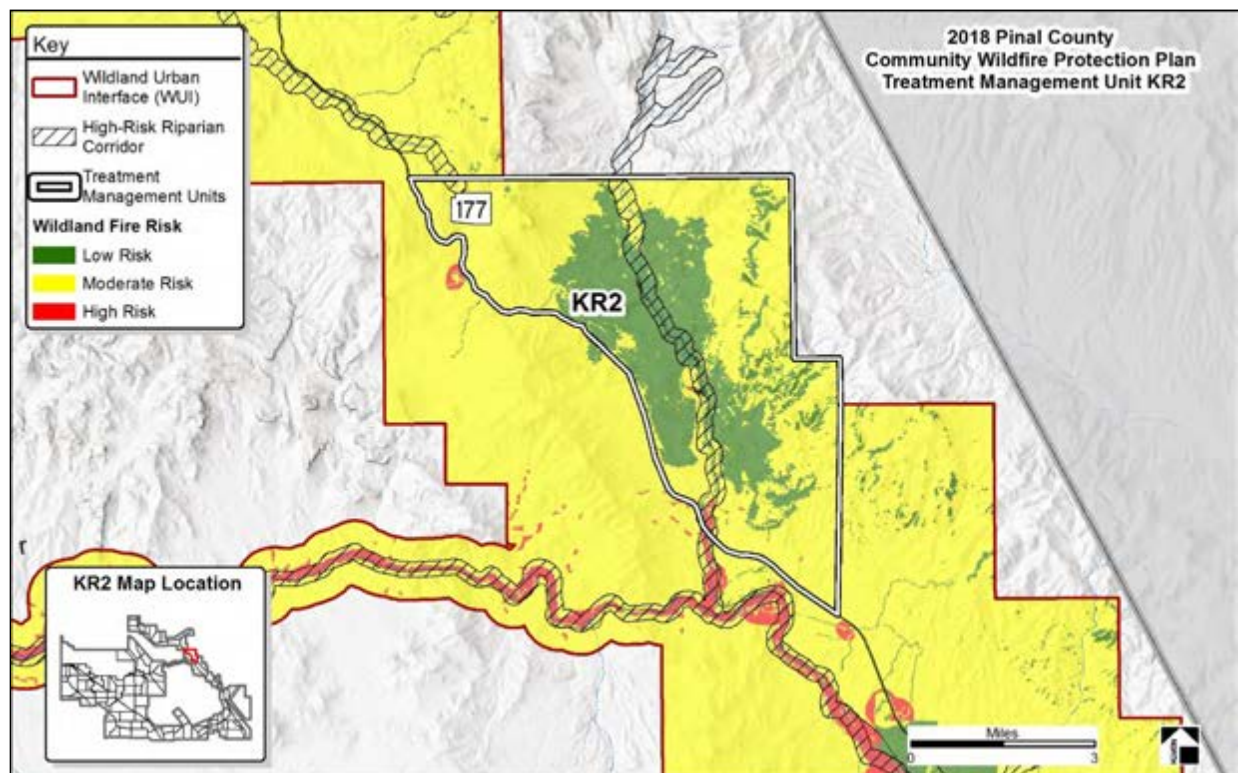
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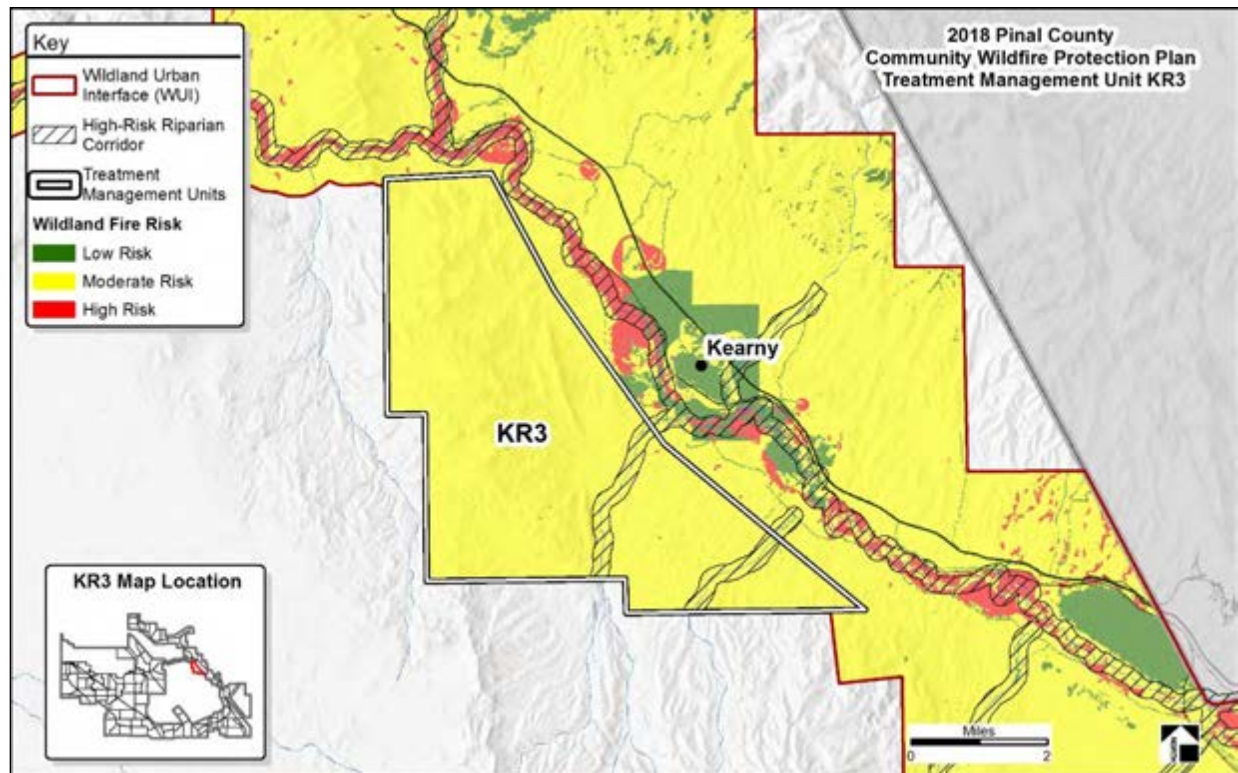
KEARNY WUI



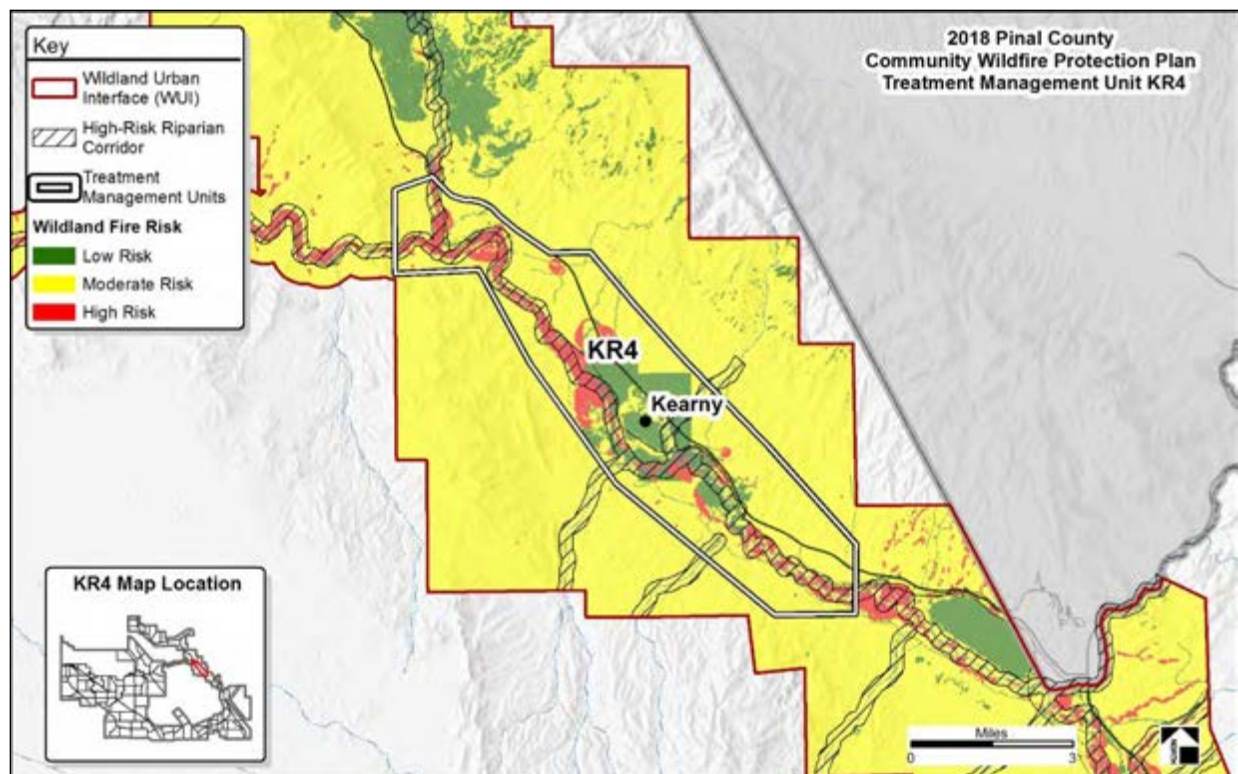
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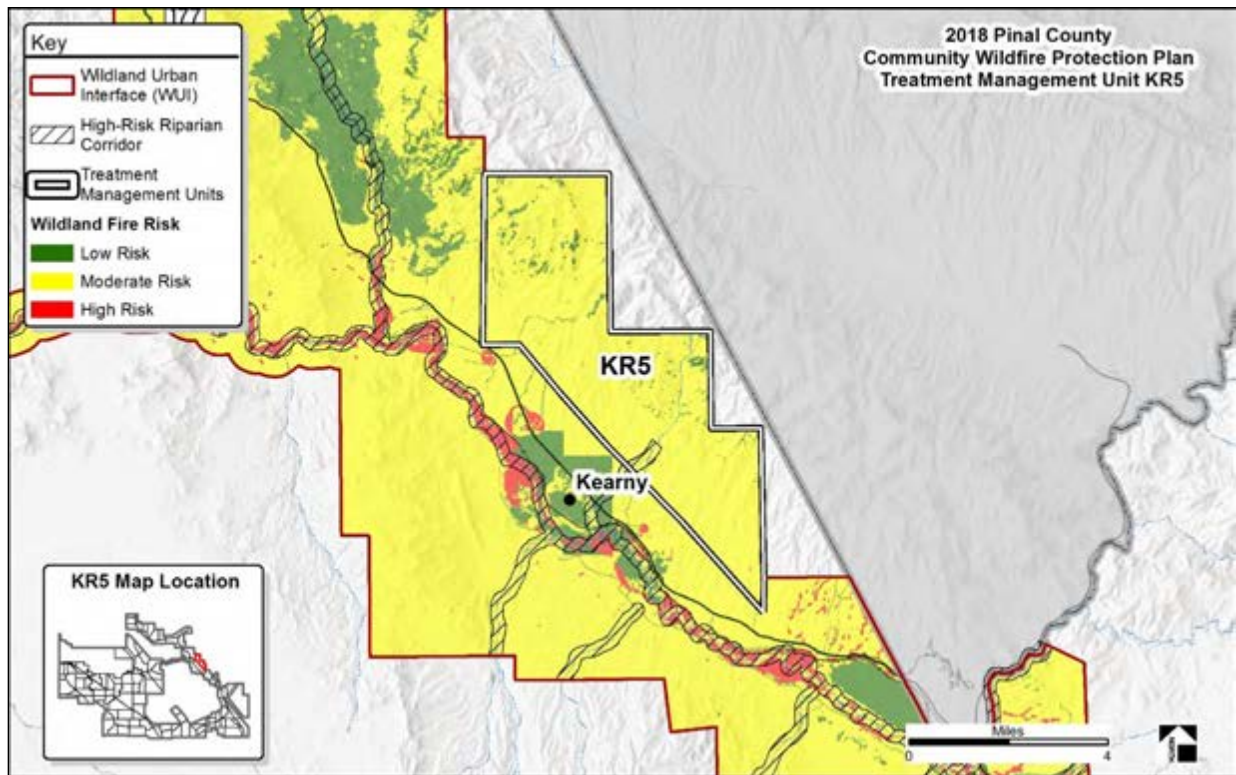
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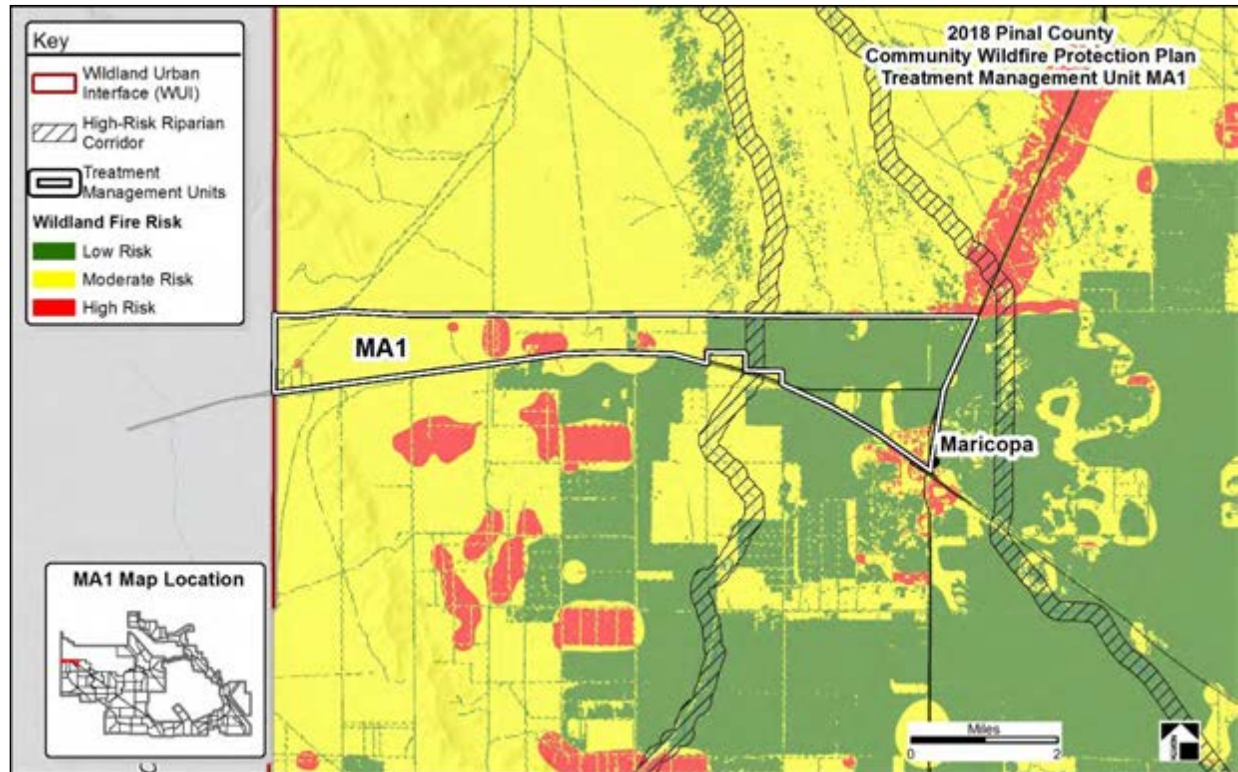
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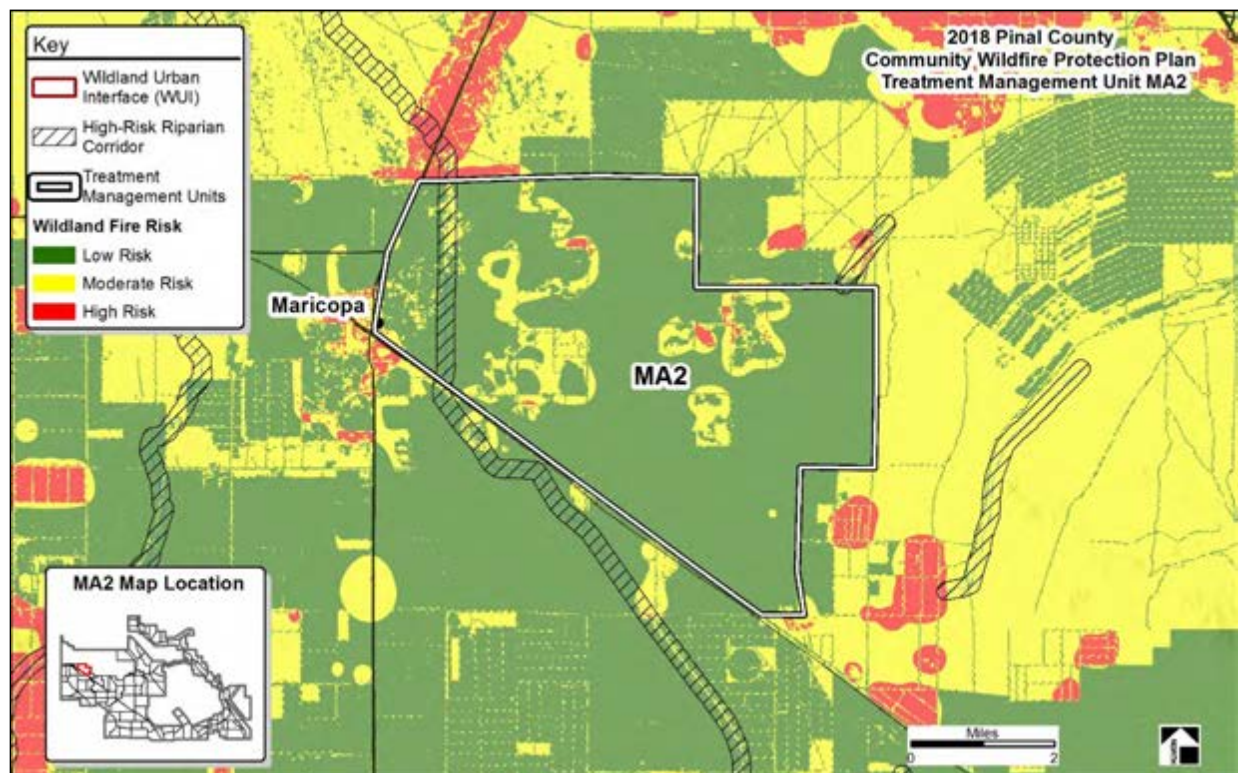
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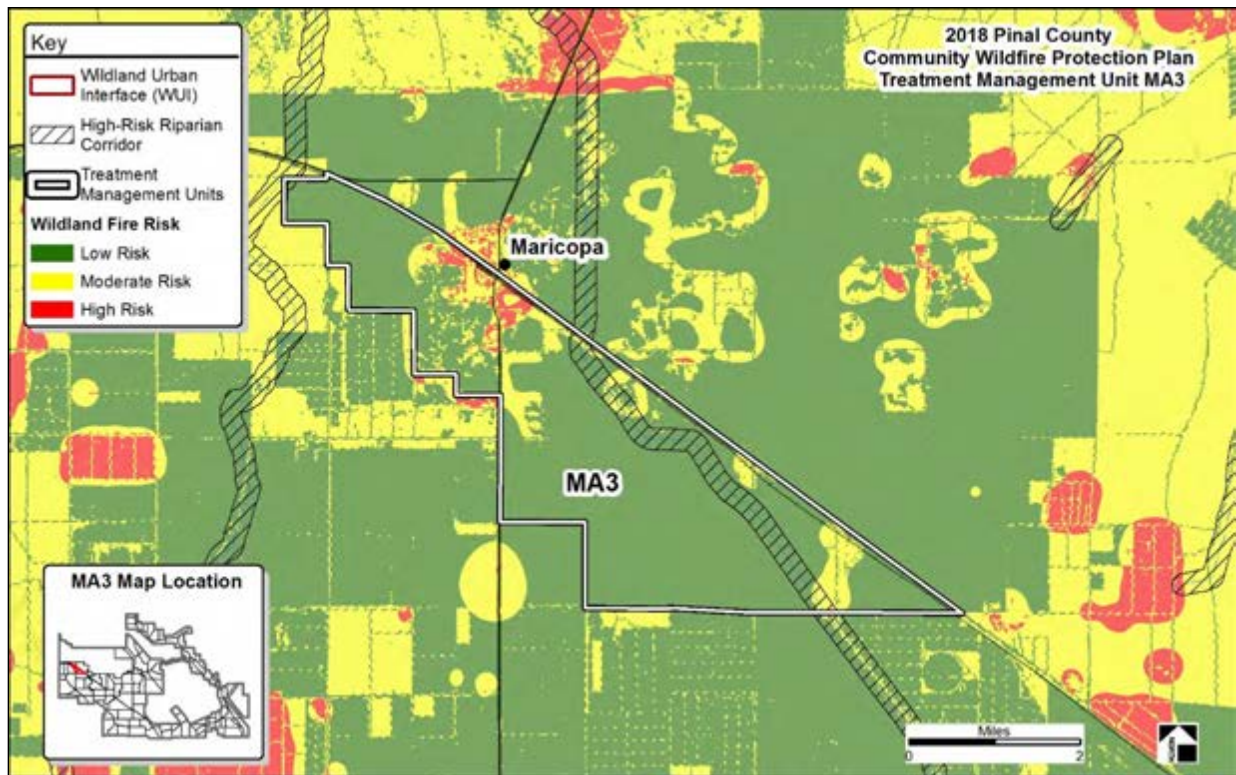
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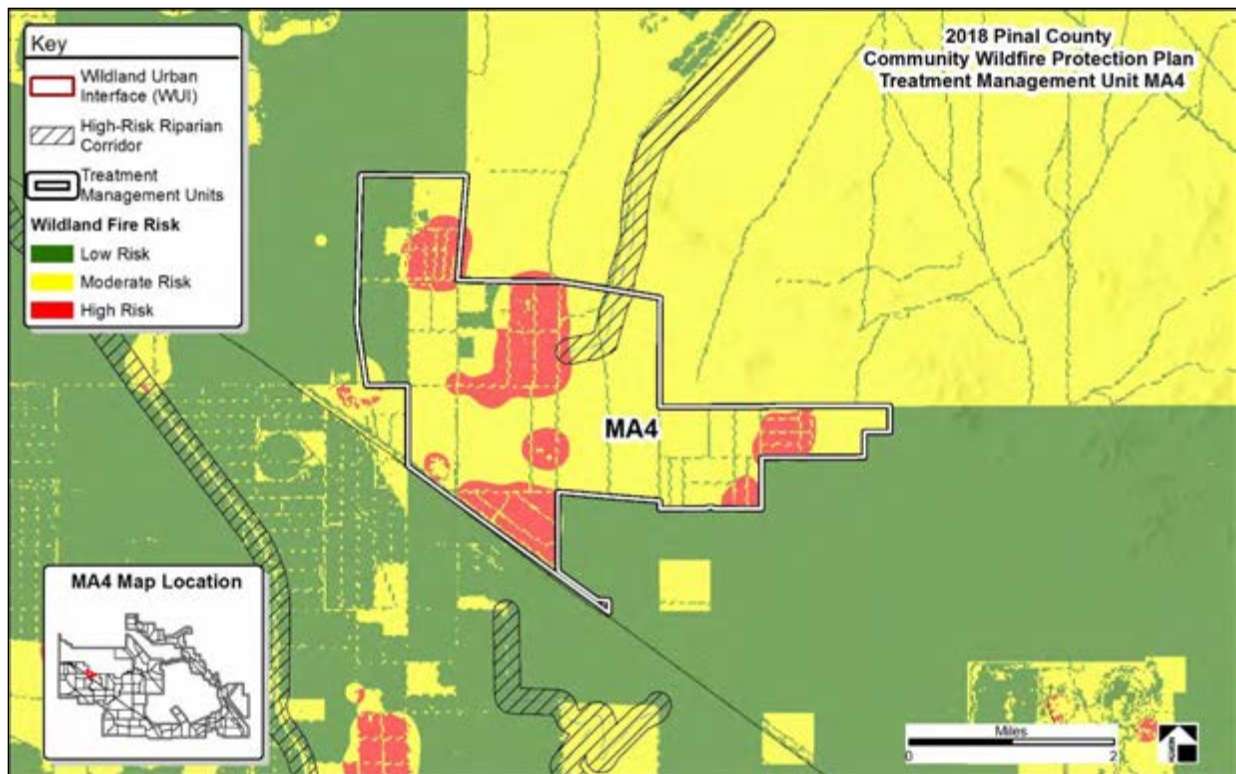
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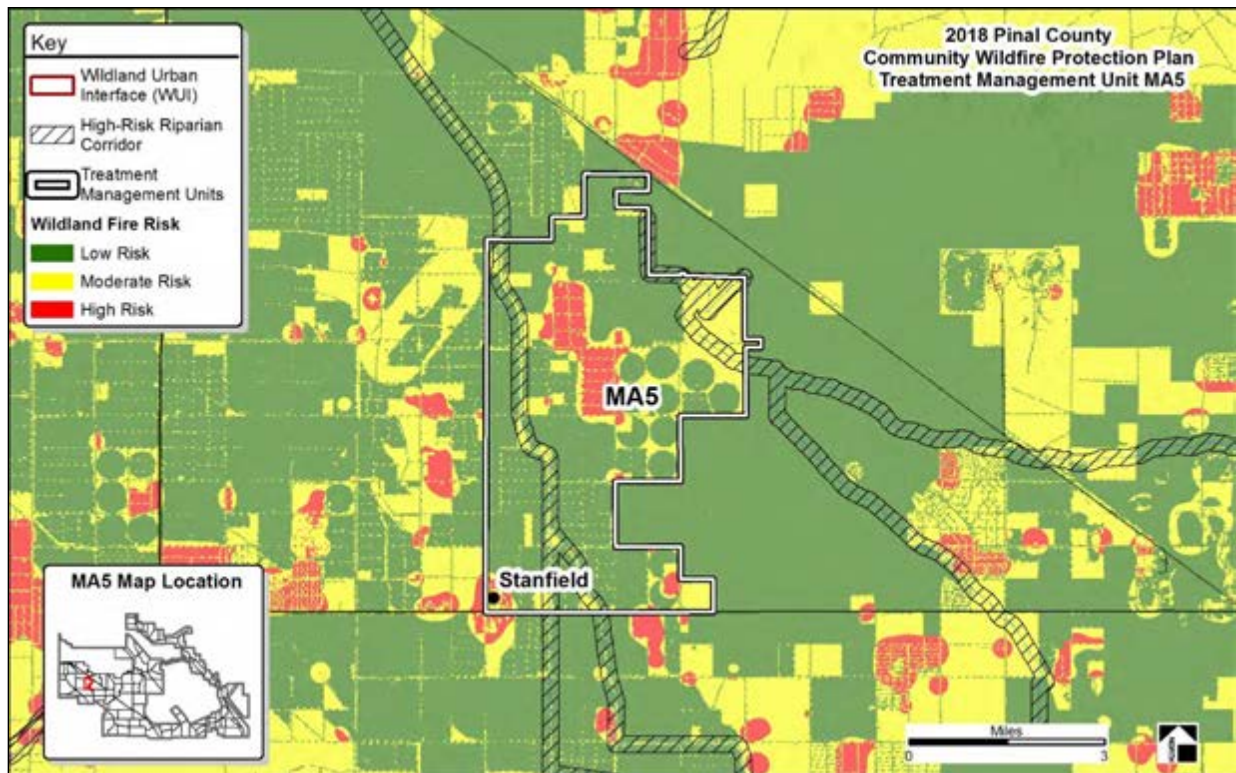
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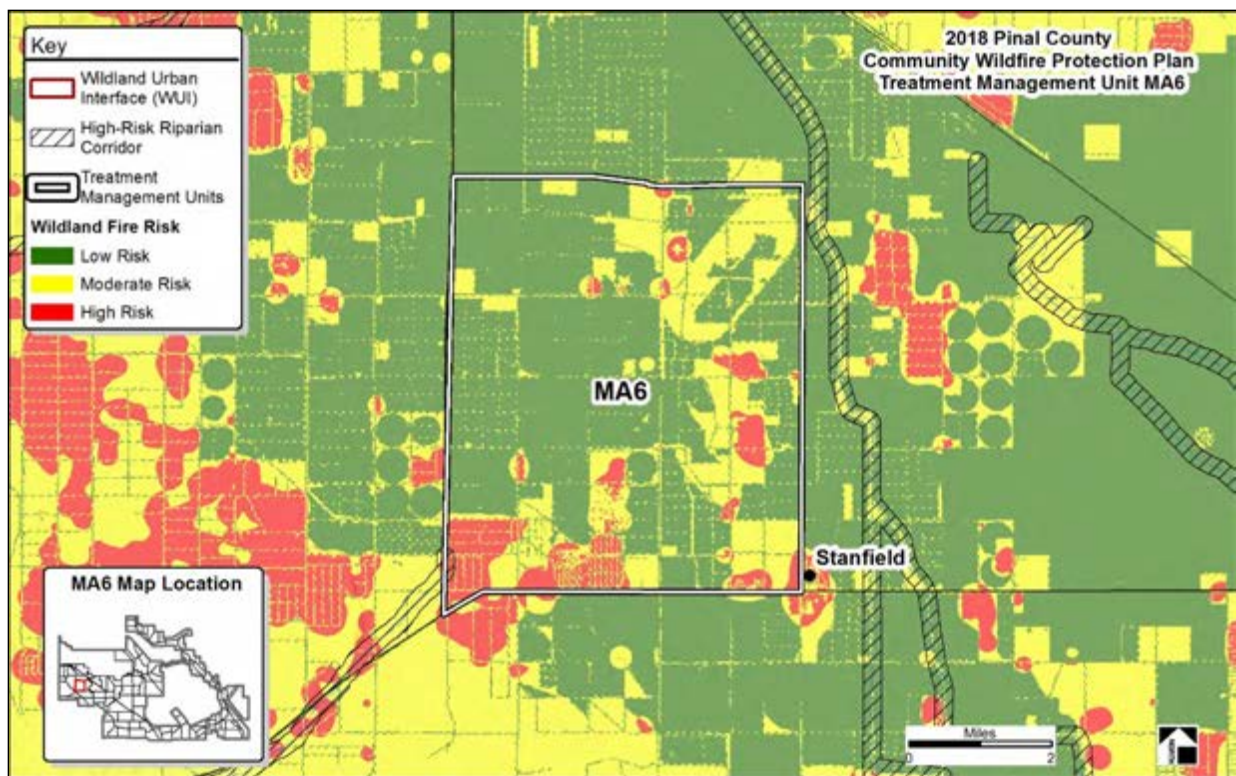
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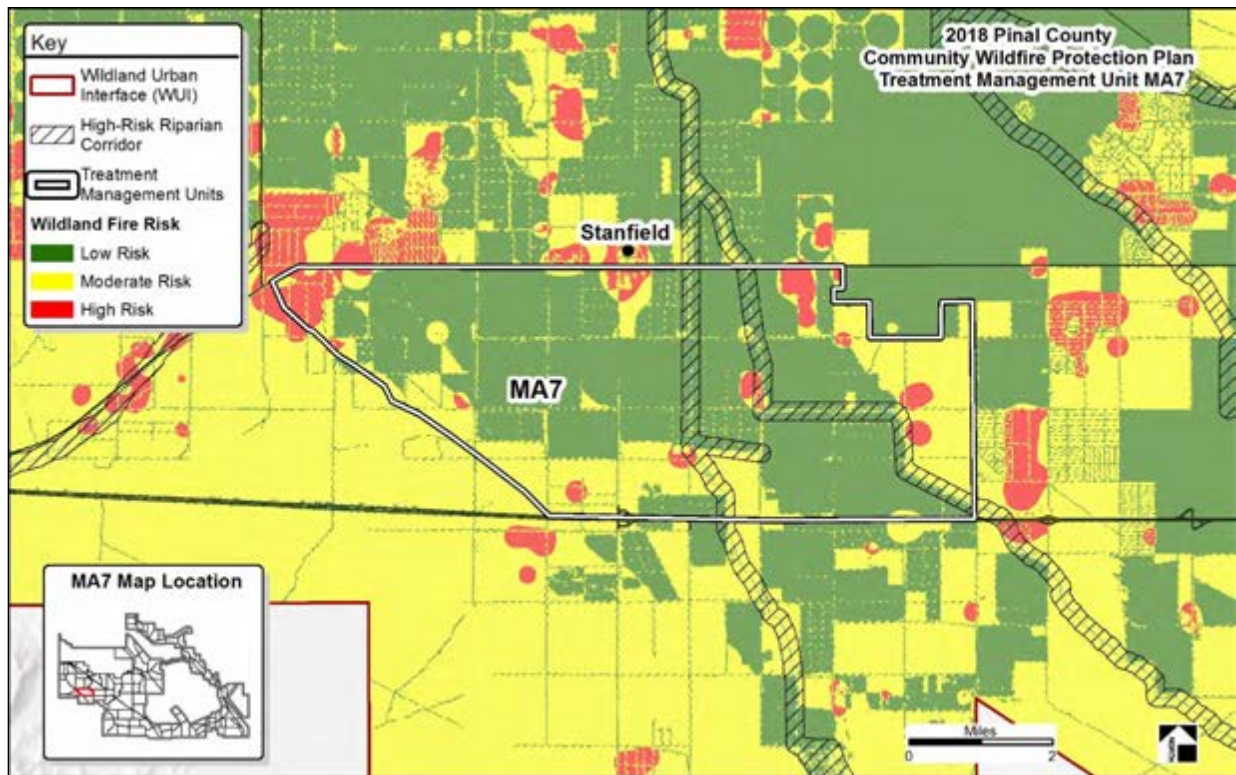
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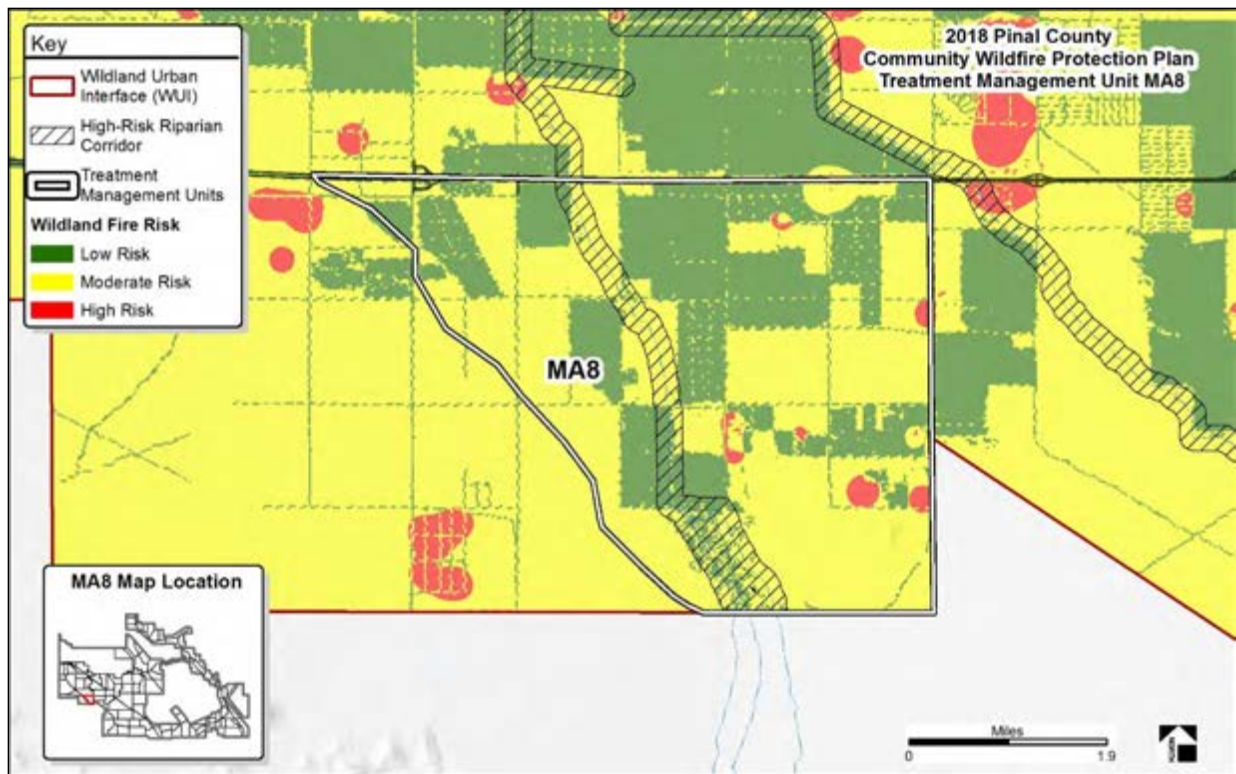
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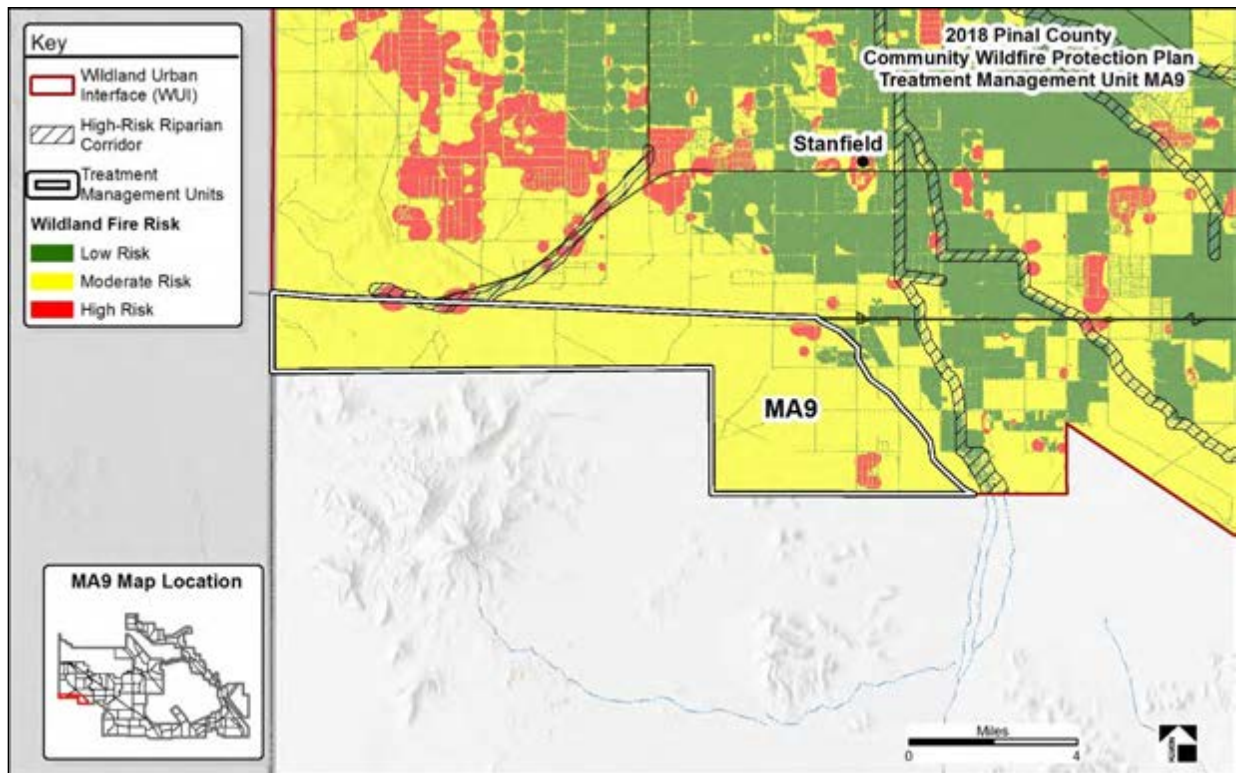
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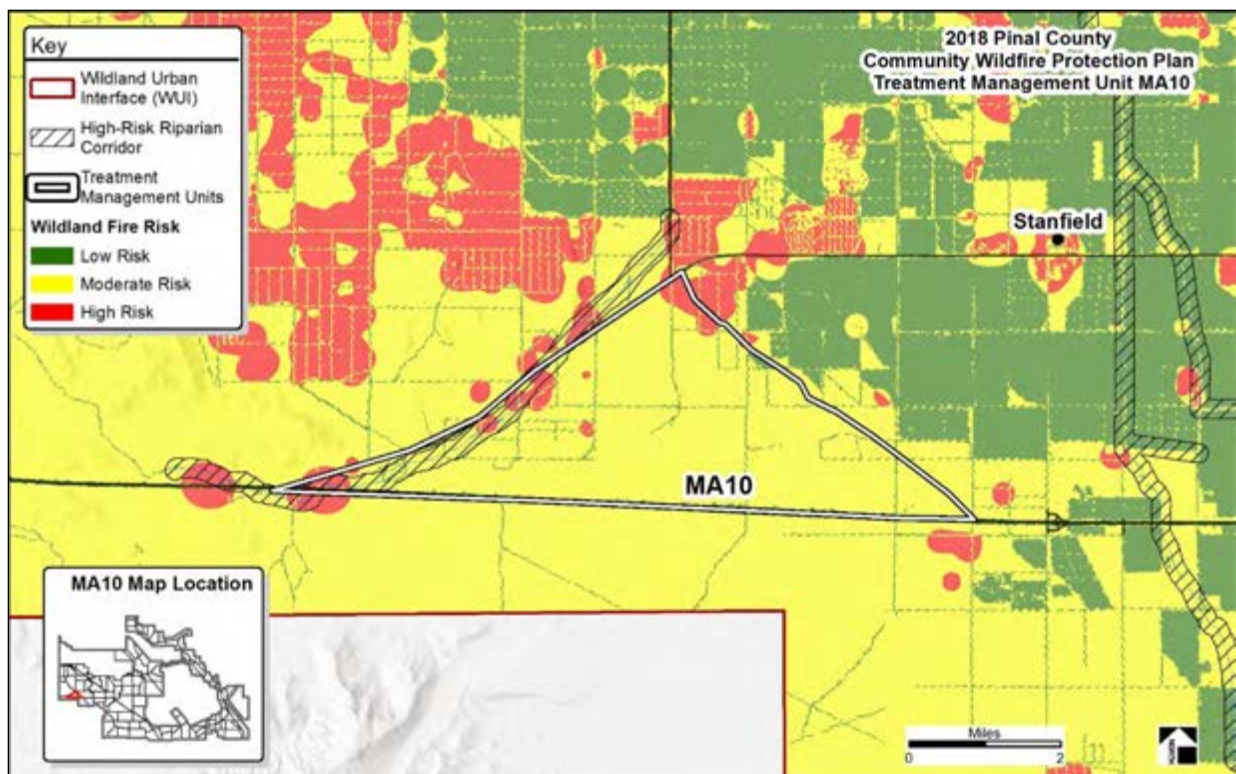
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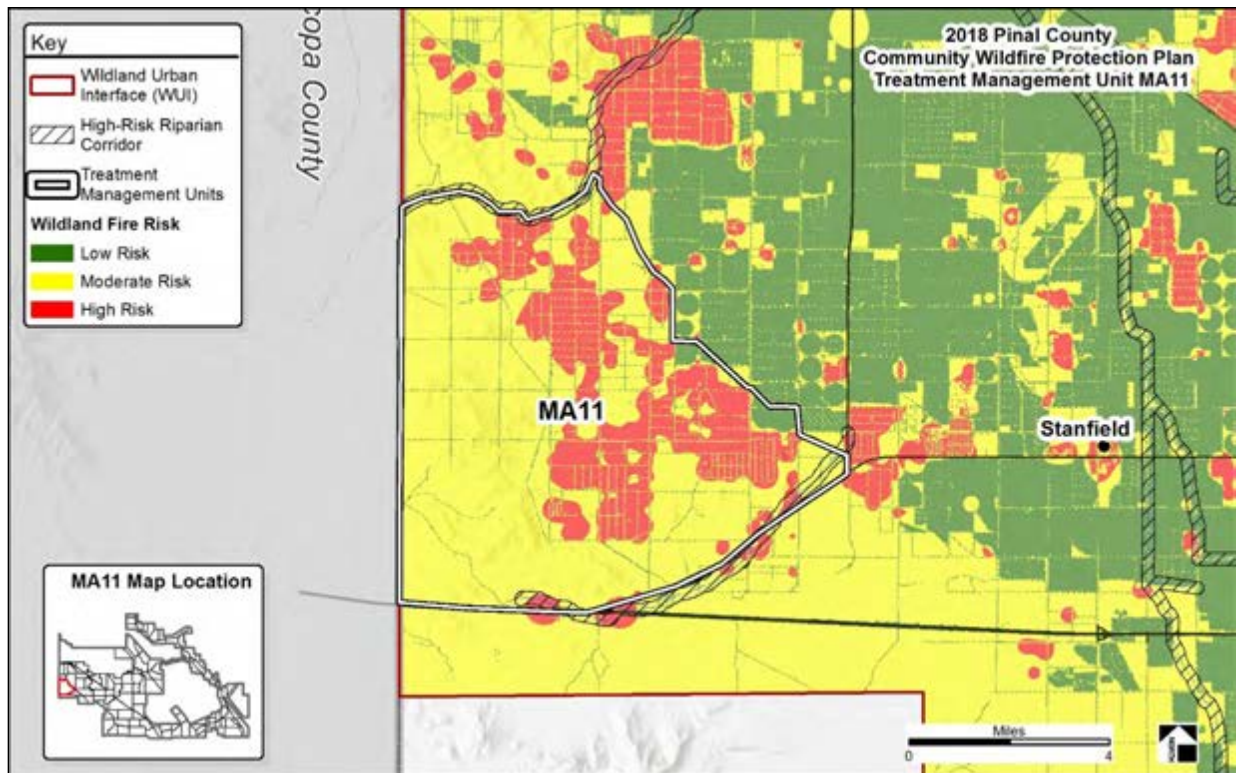
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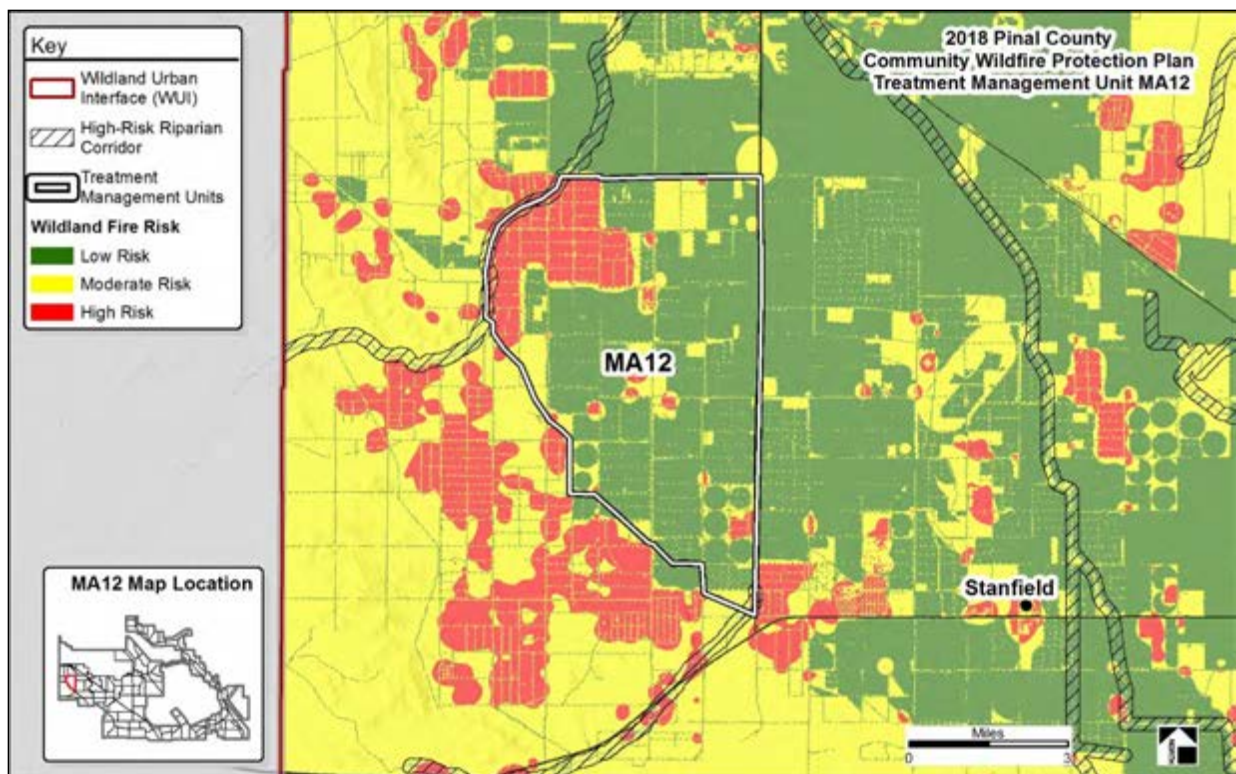
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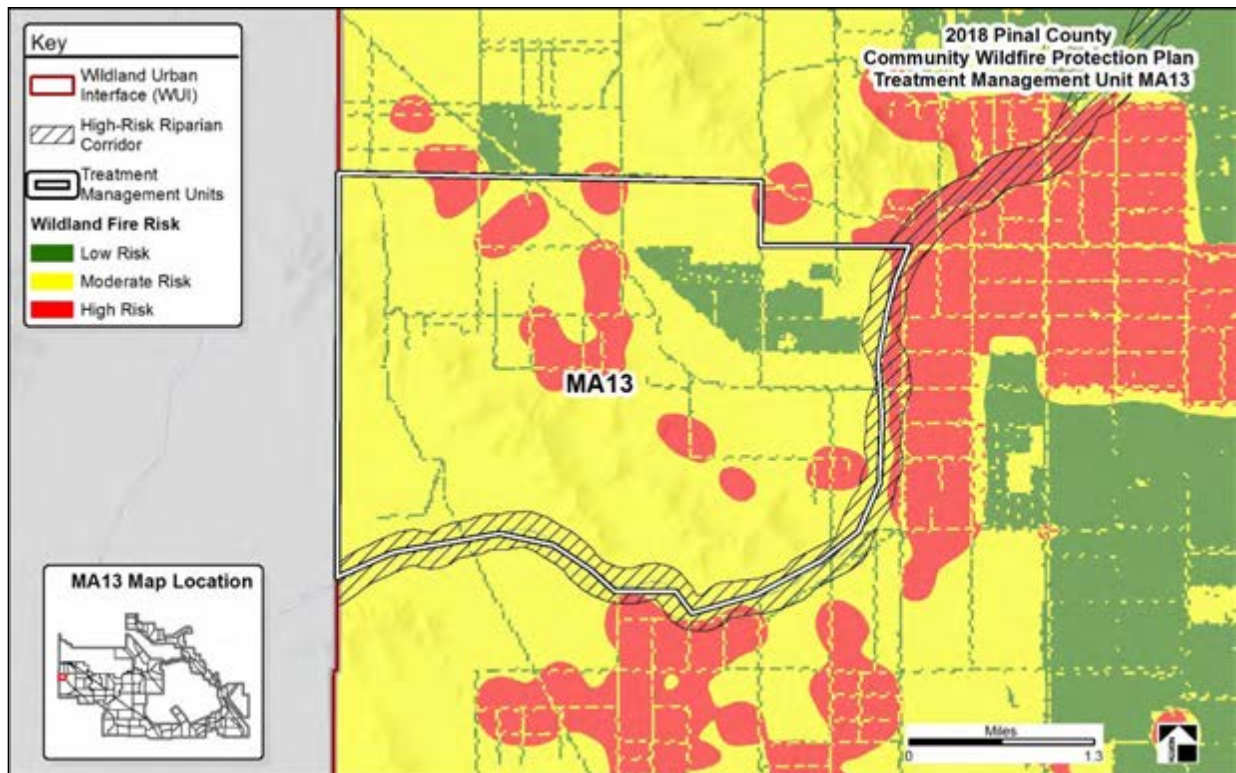
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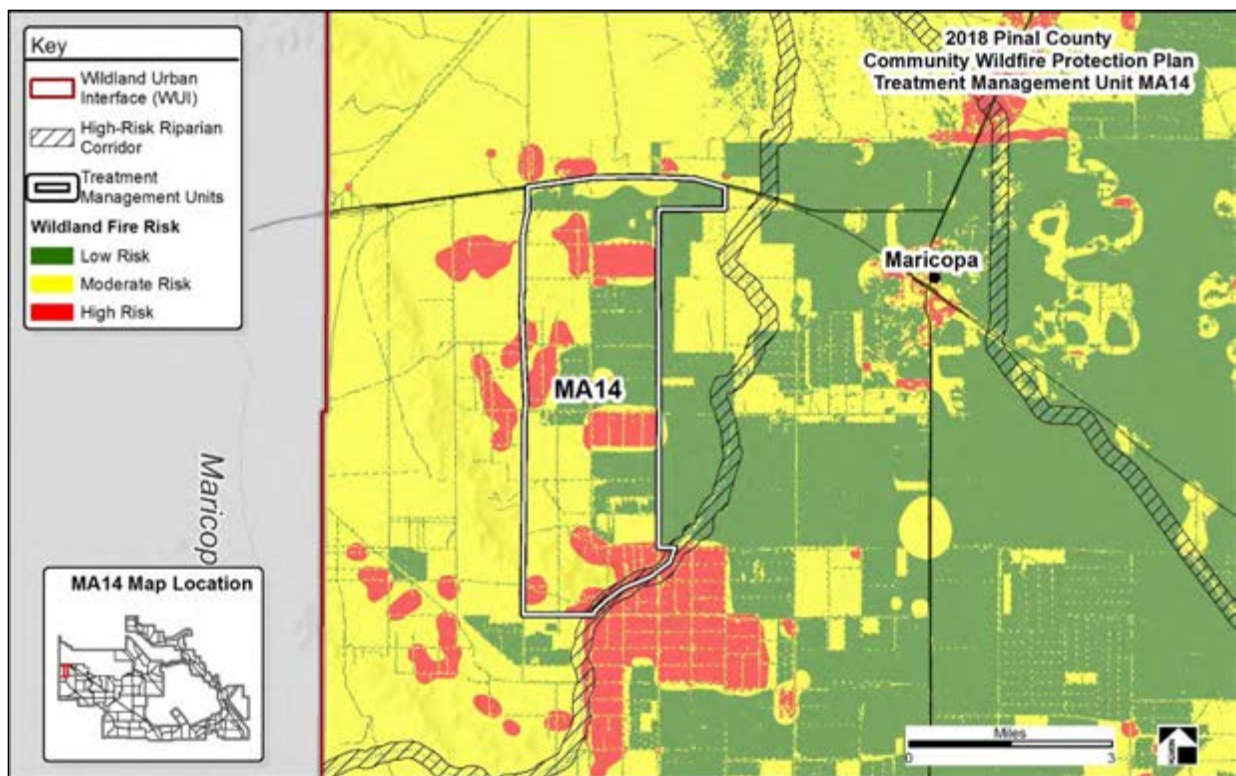
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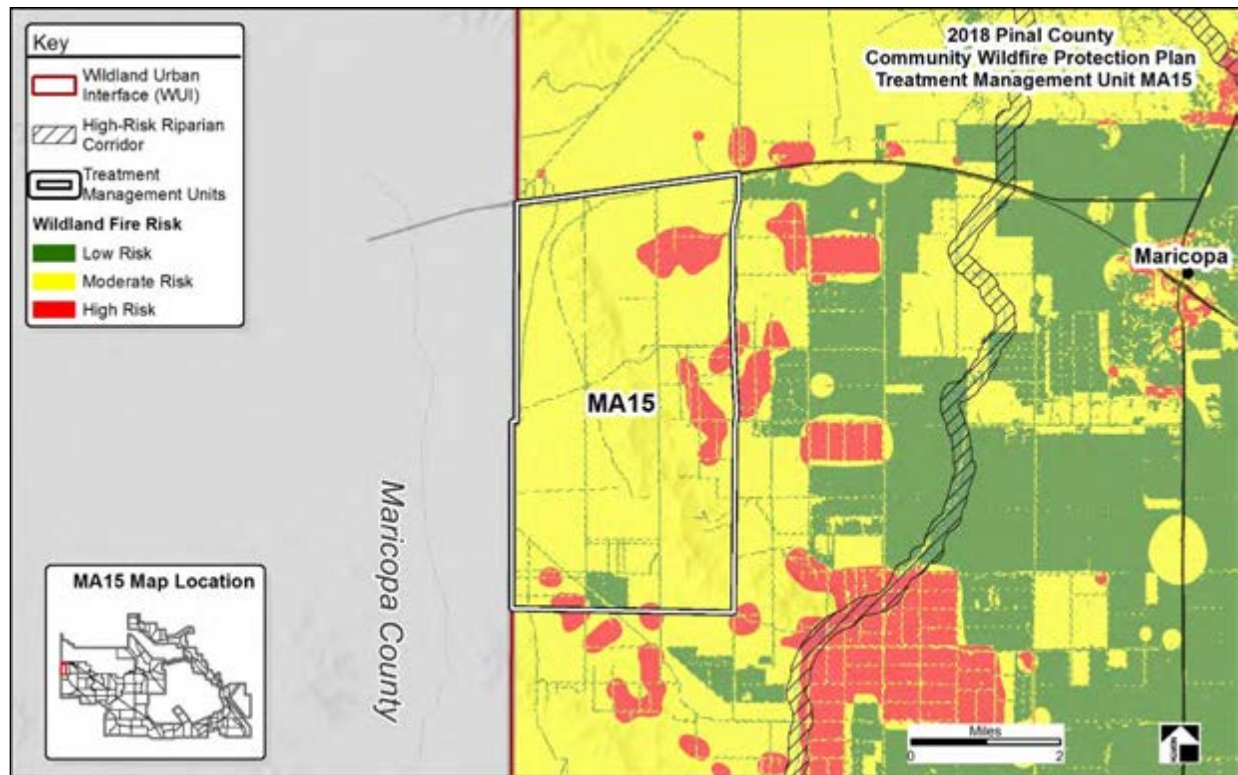
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TMU MA13

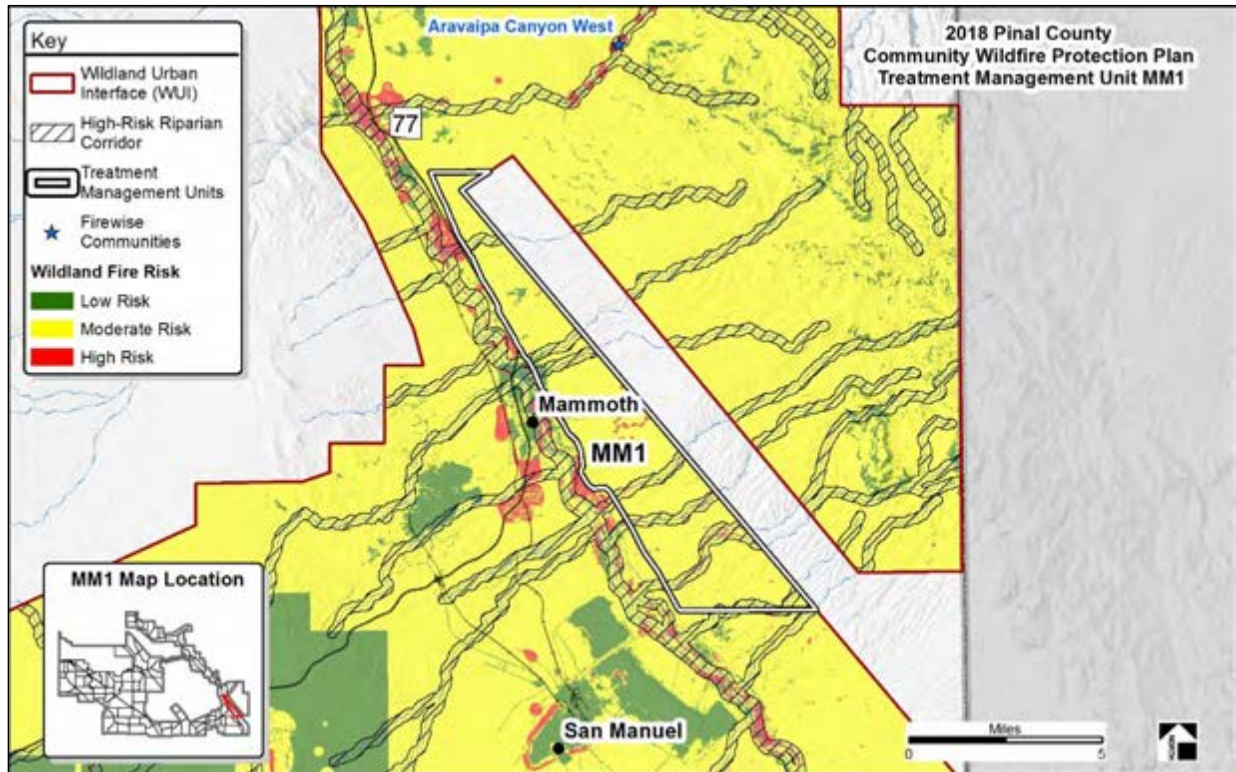


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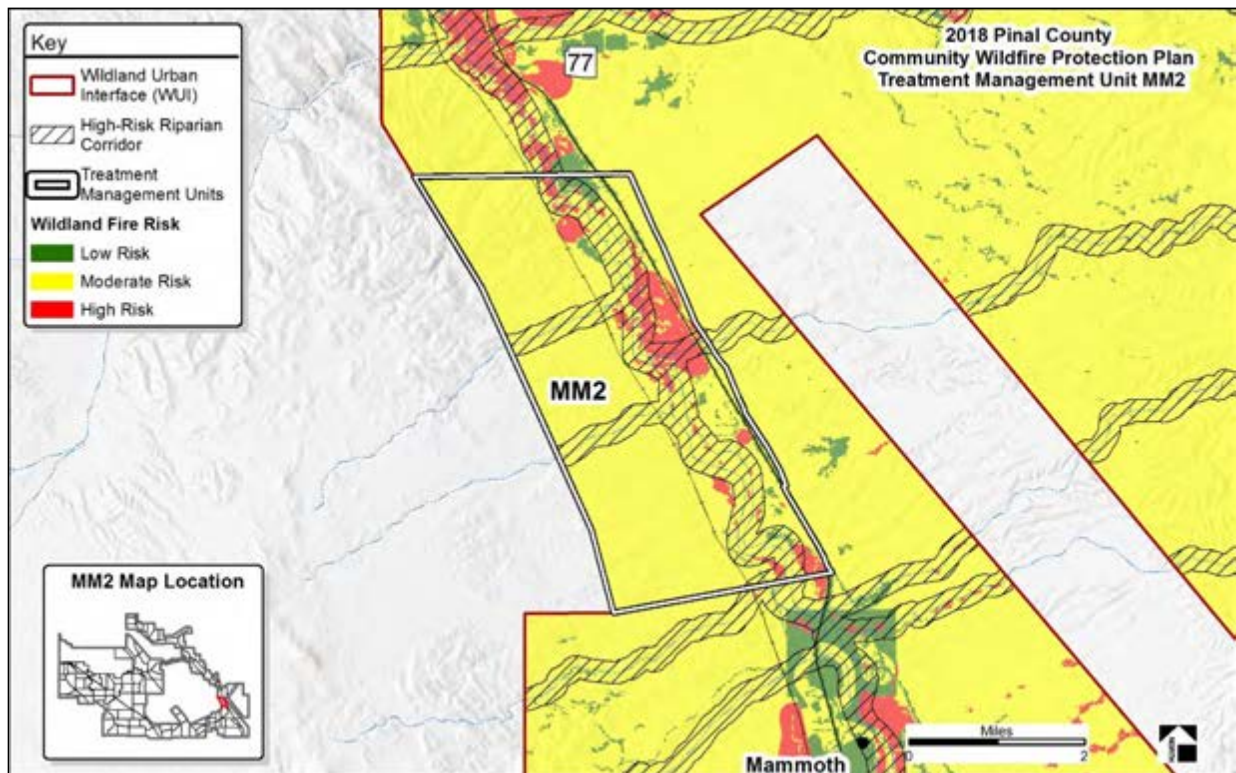


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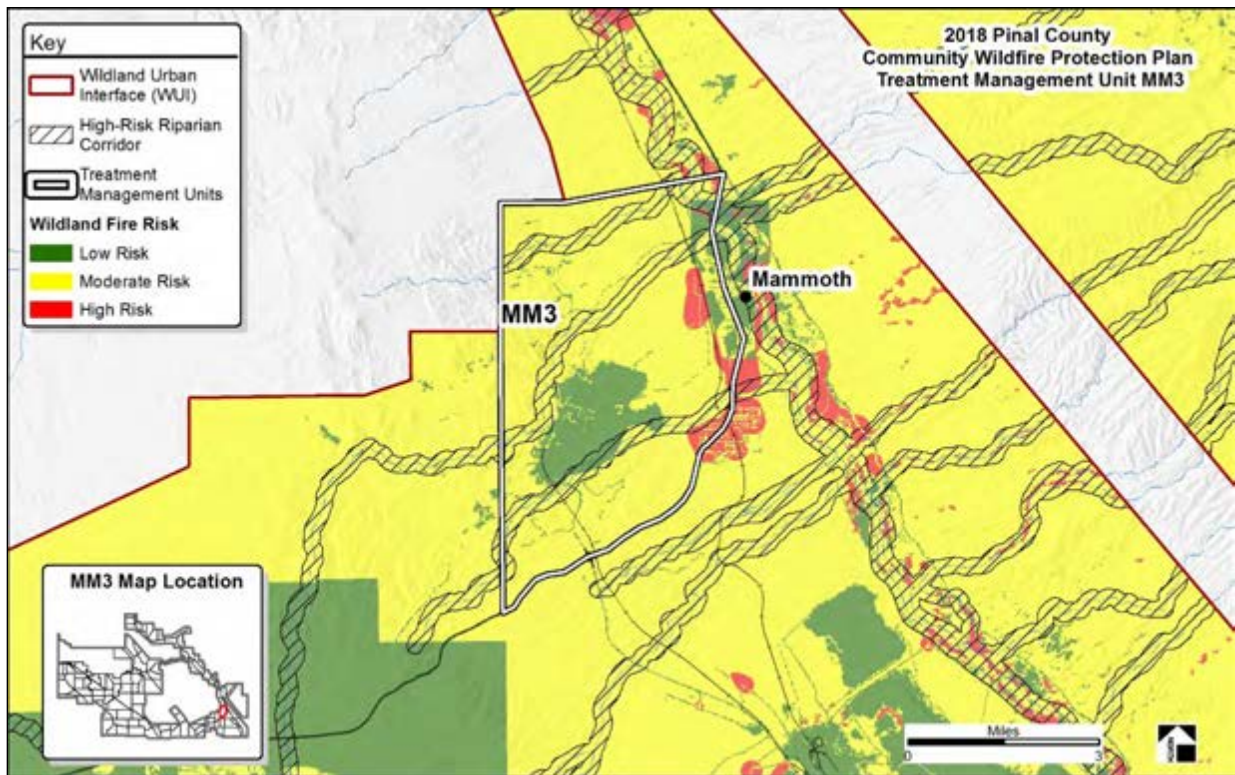
MAMMOTH WUI



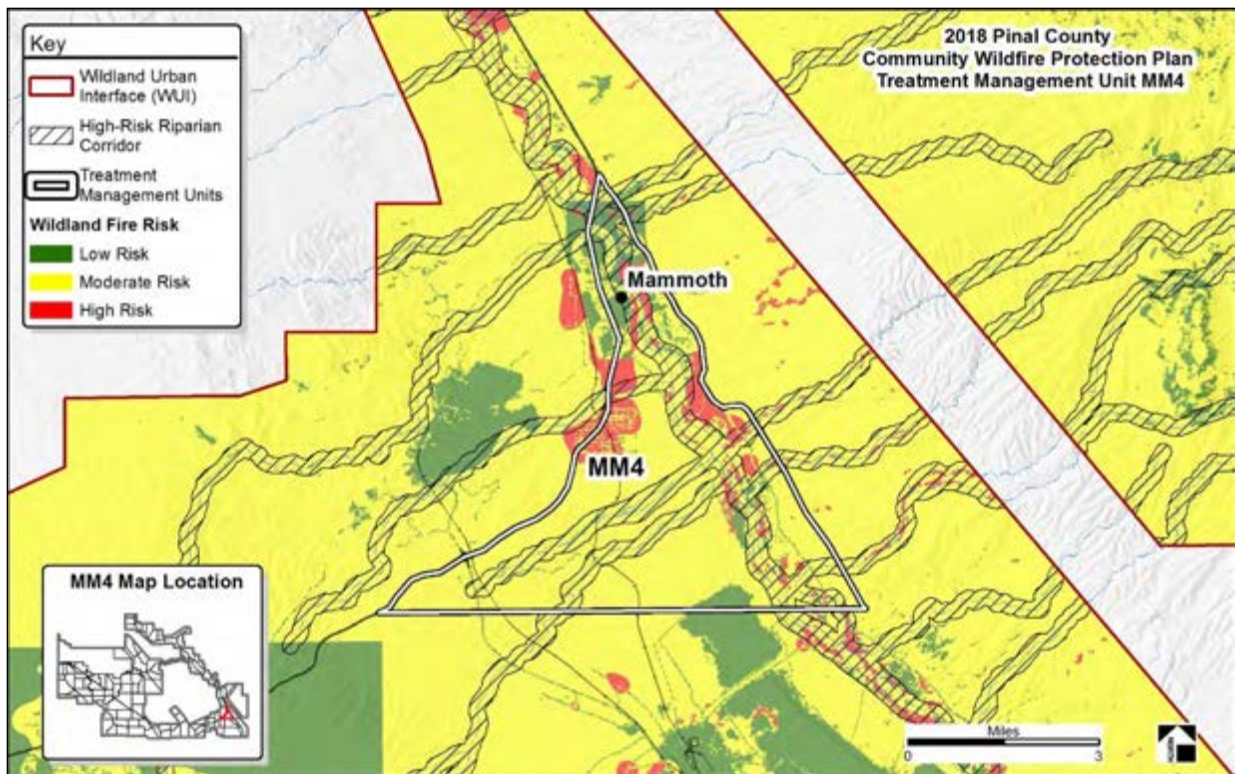
TMU MM1



TMU MM2

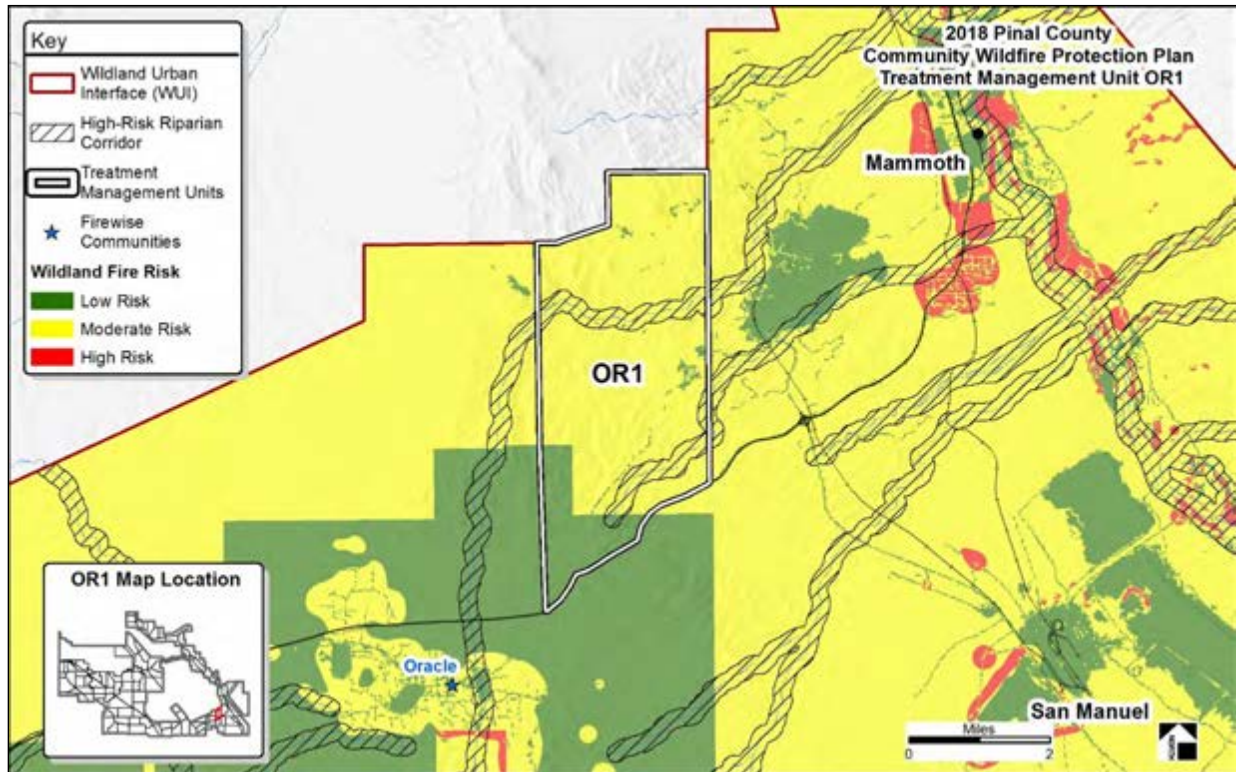


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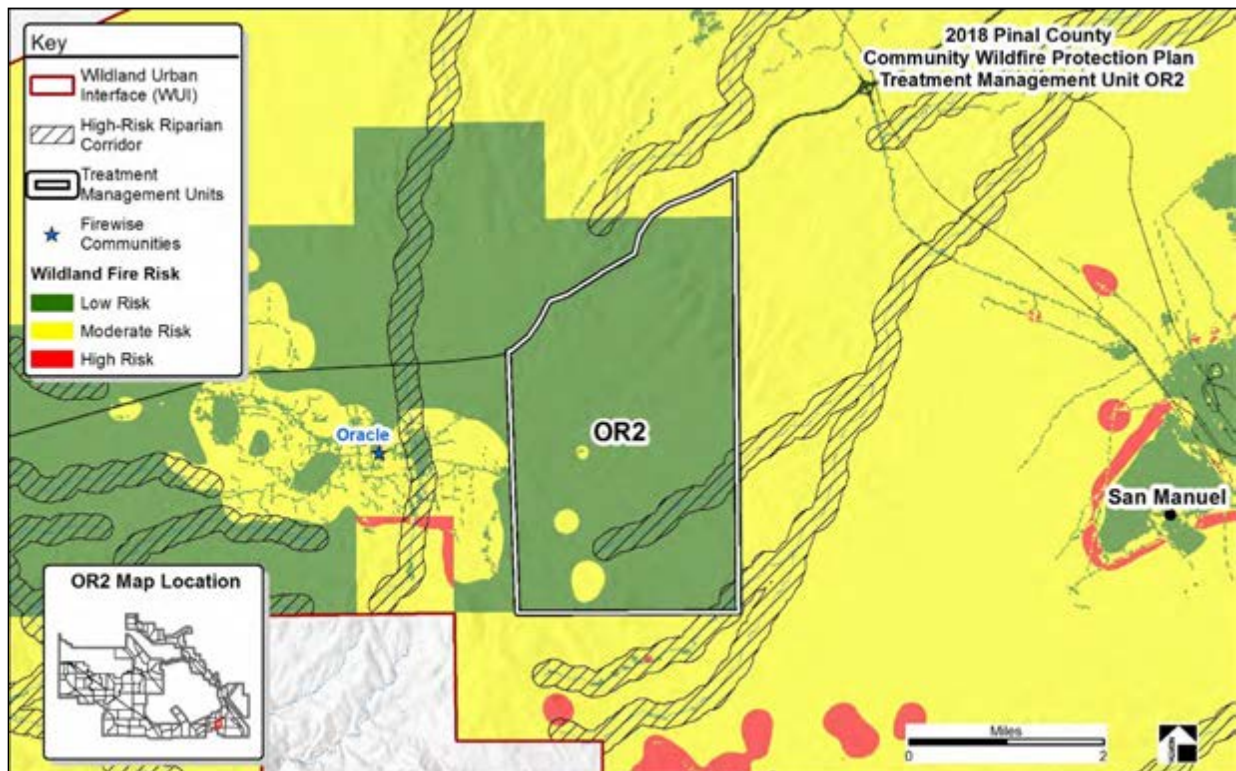


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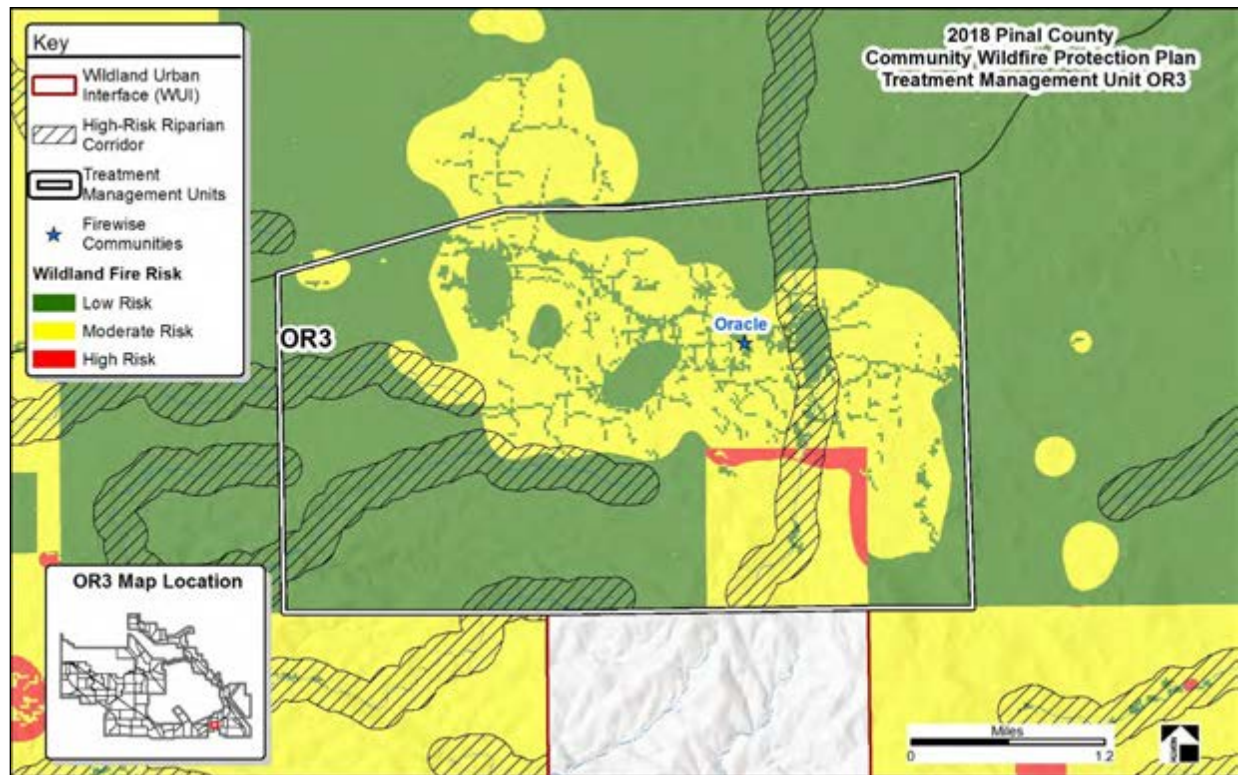
ORACLE WUI



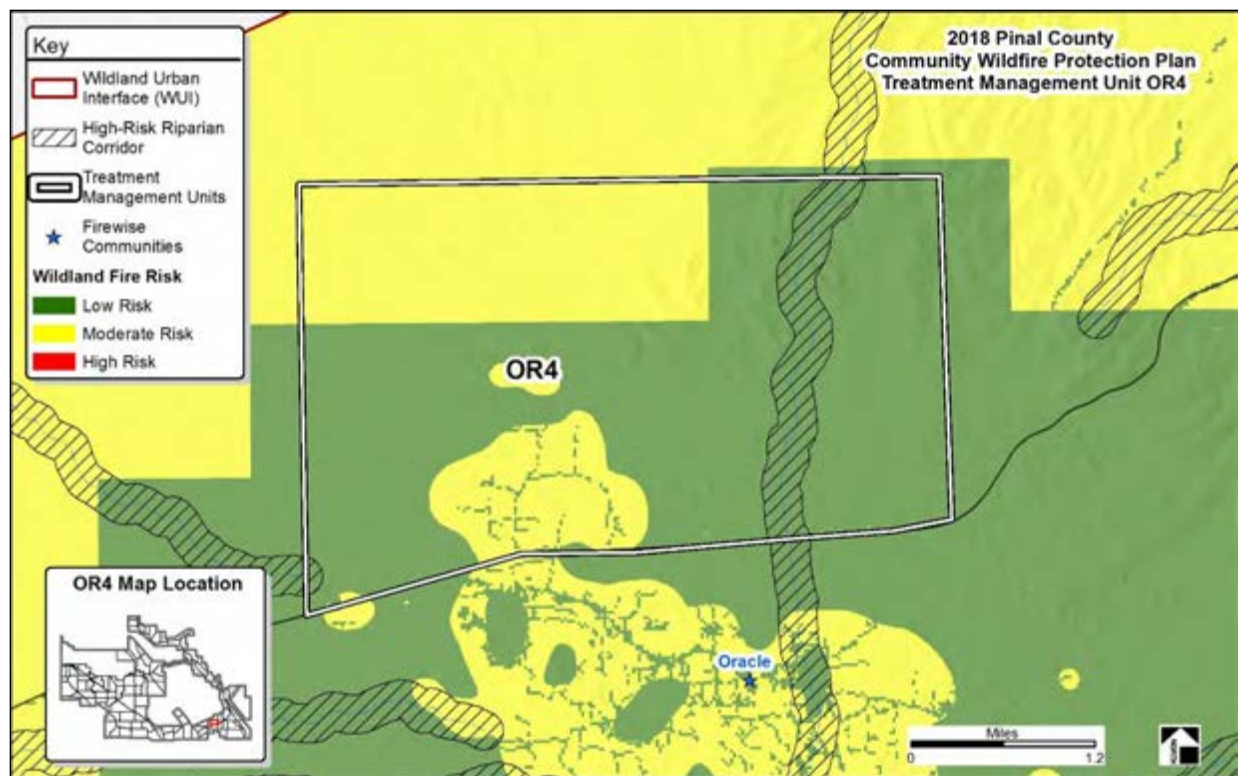
TMU OR1



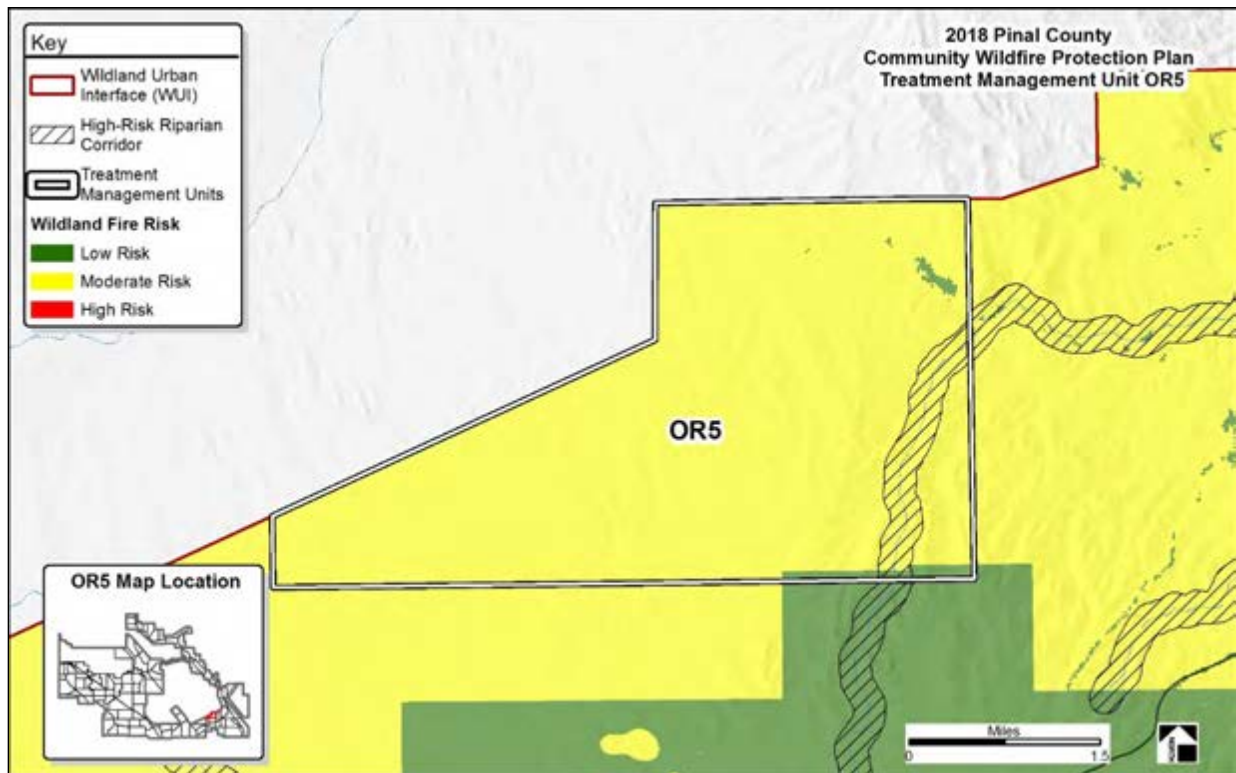
TMU OR2



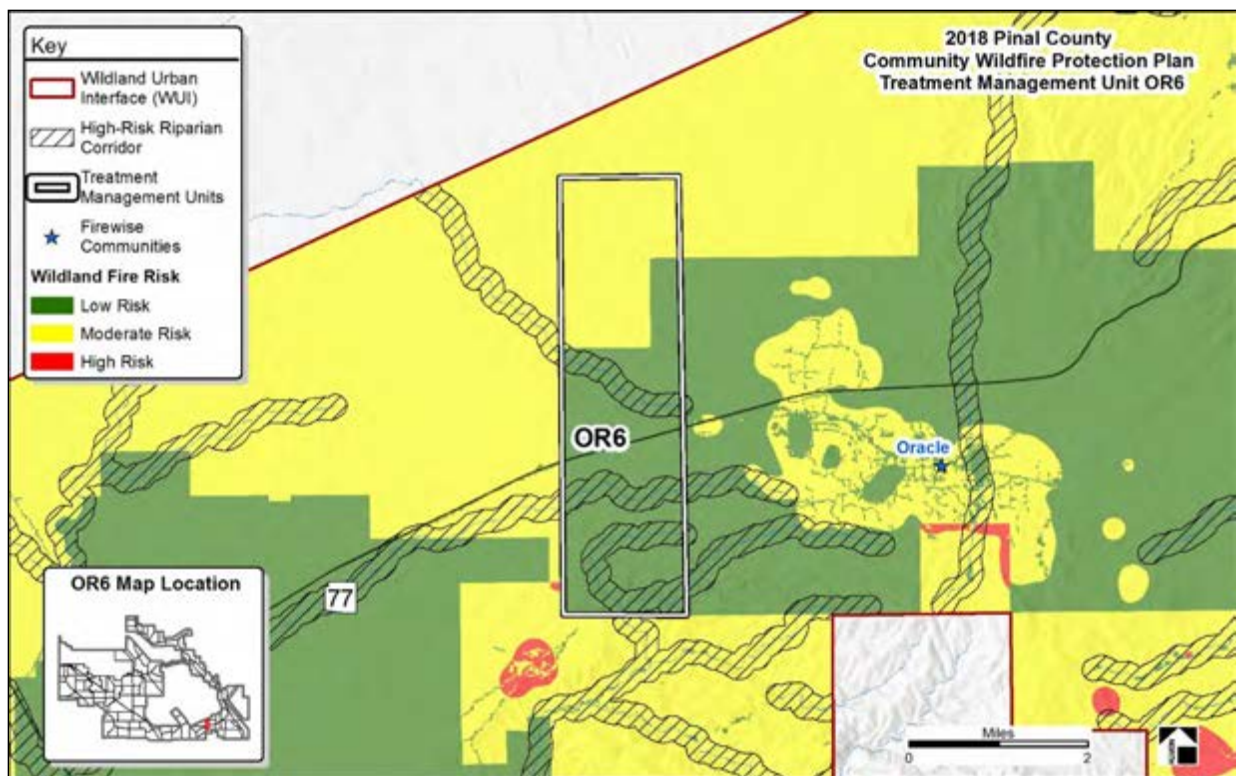
TMU OR3



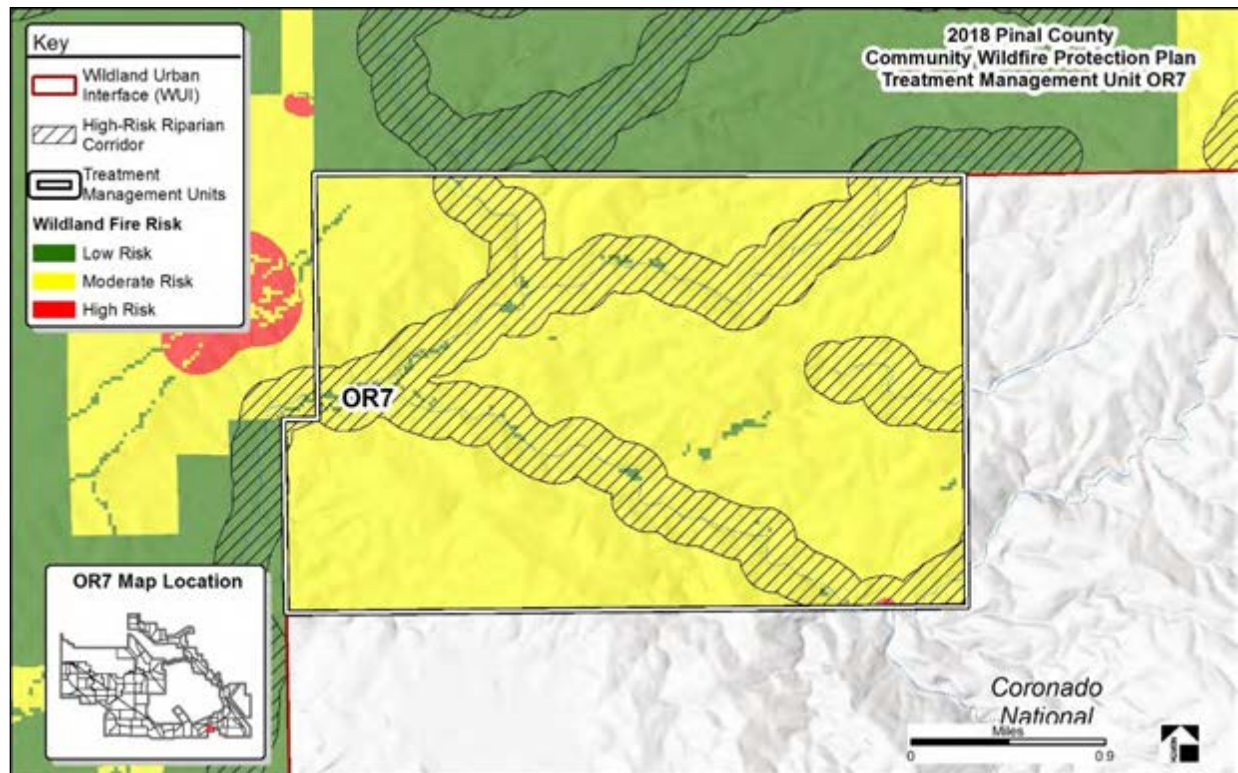
TMU OR4



TMU OR5

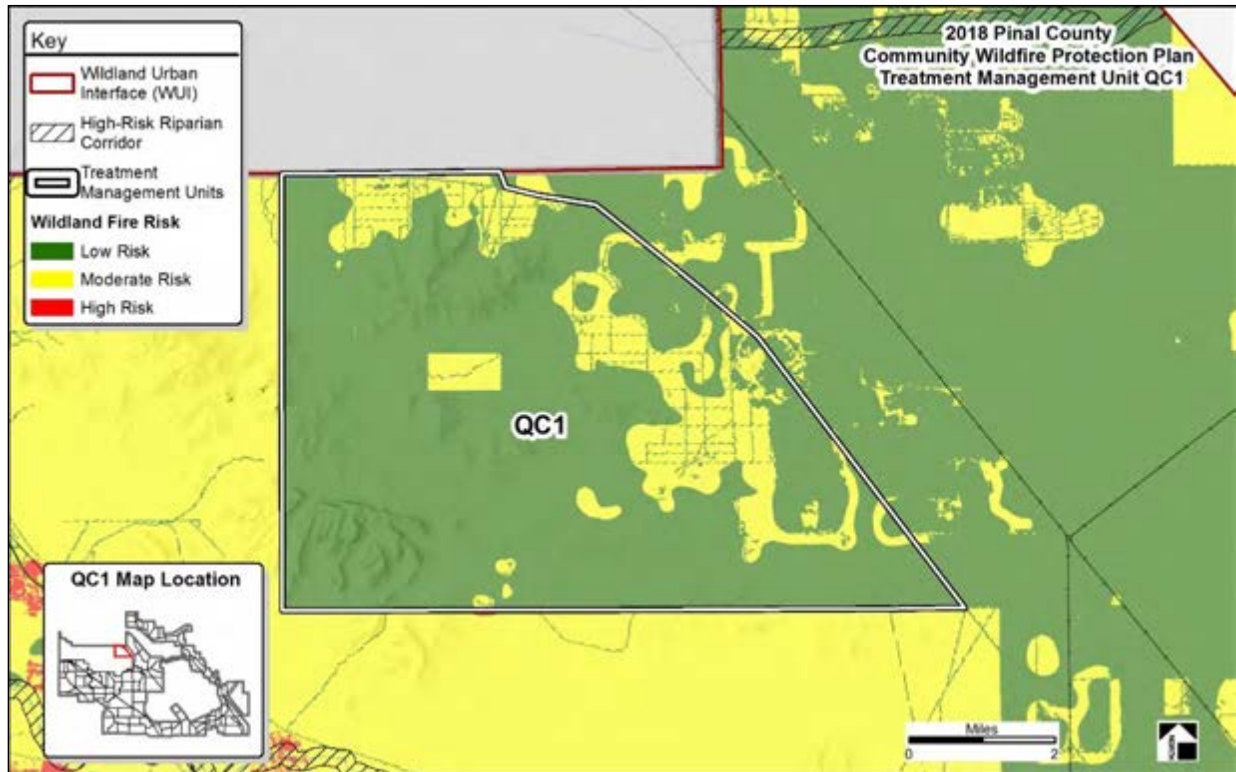


TMU OR6

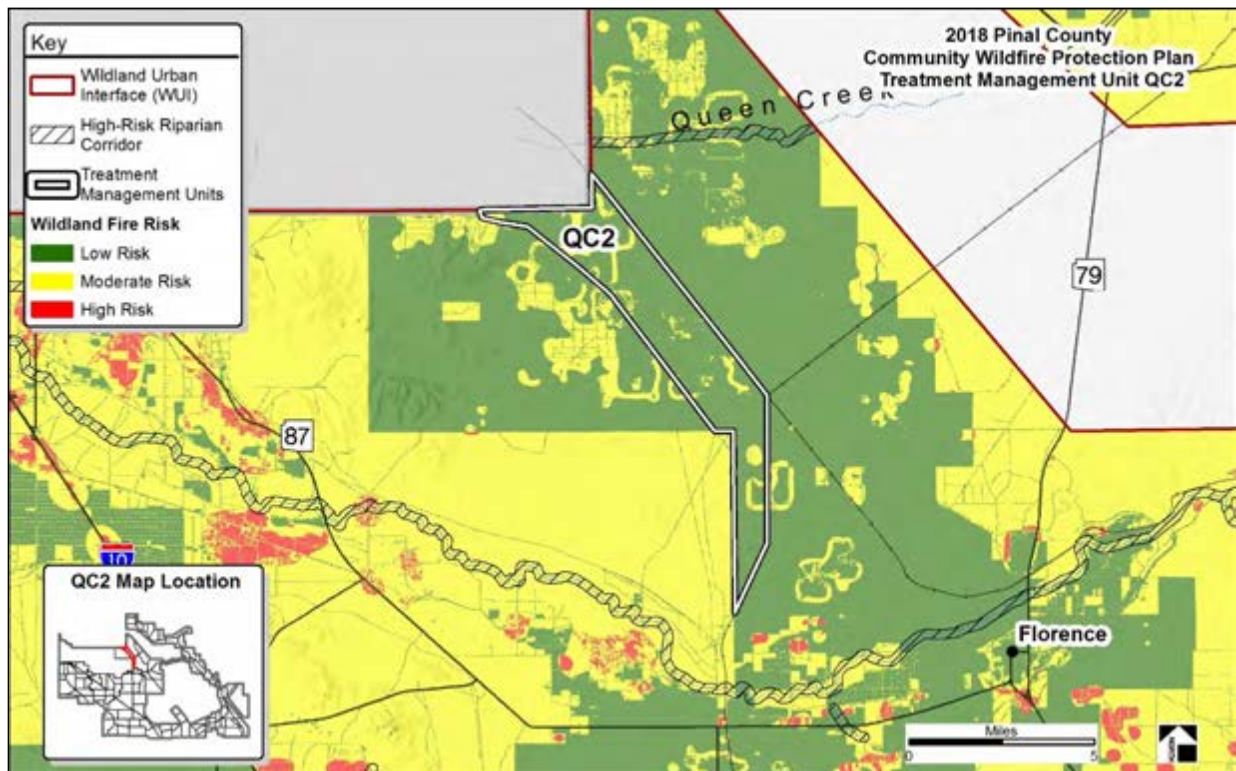


TMU OR7

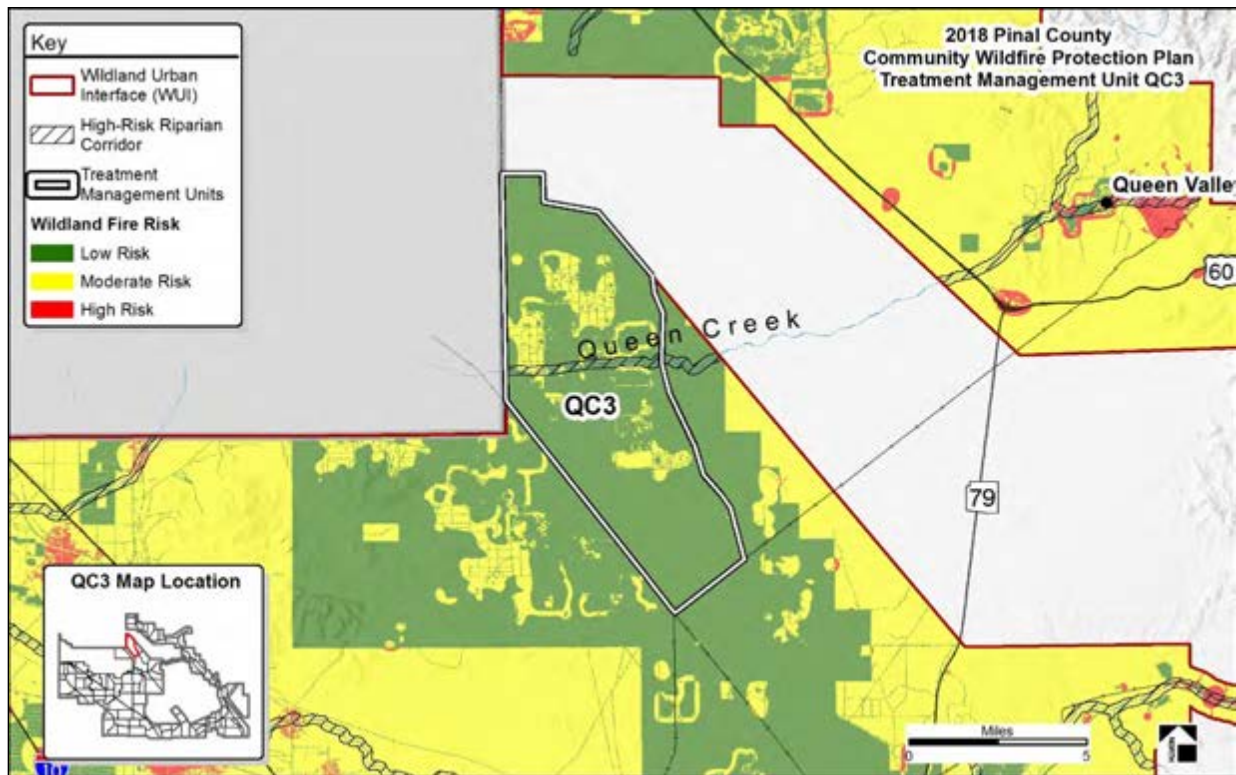
QUEEN CREEK WUI



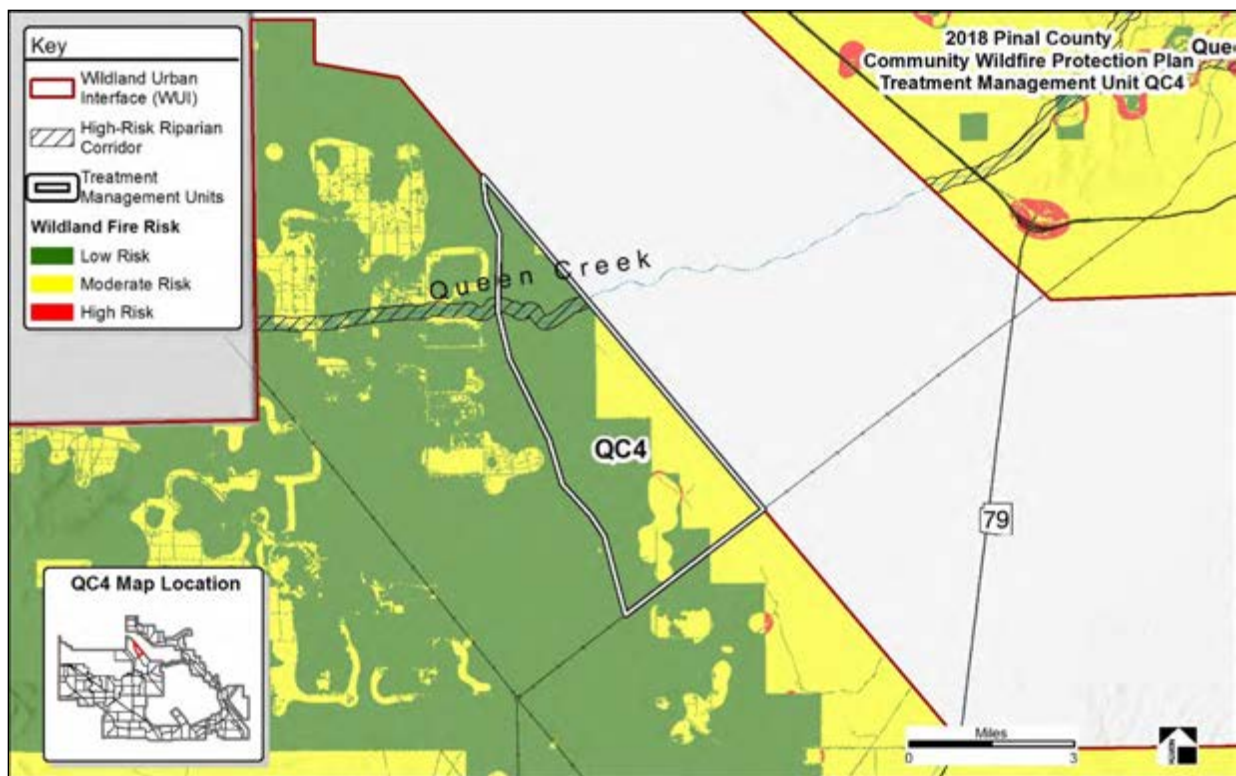
TMU QC1



TMU QC2

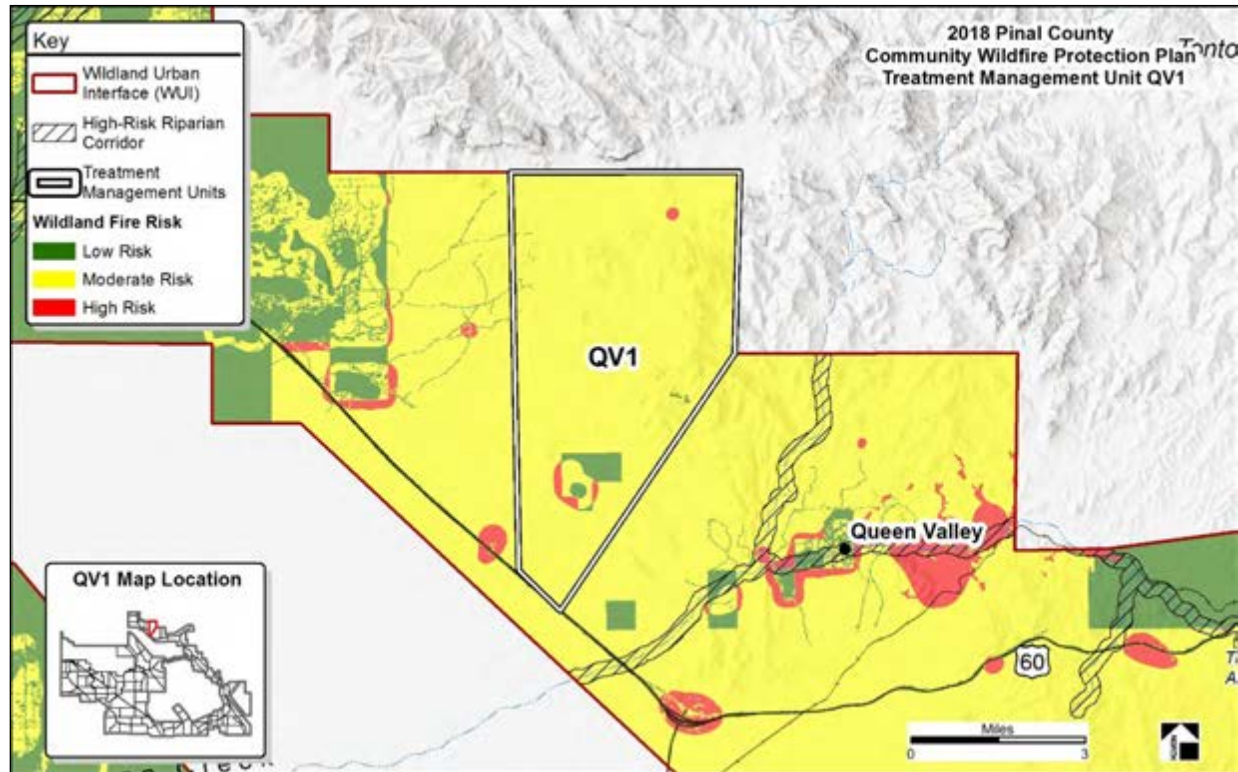


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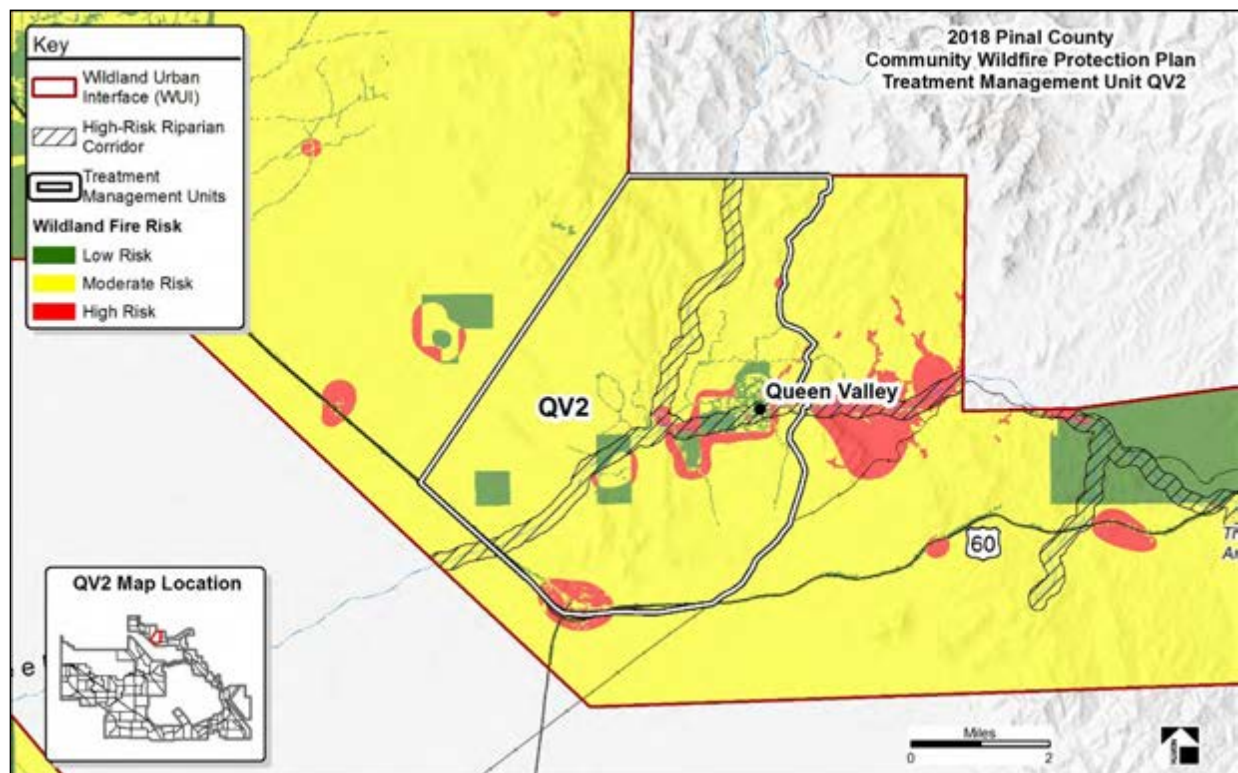


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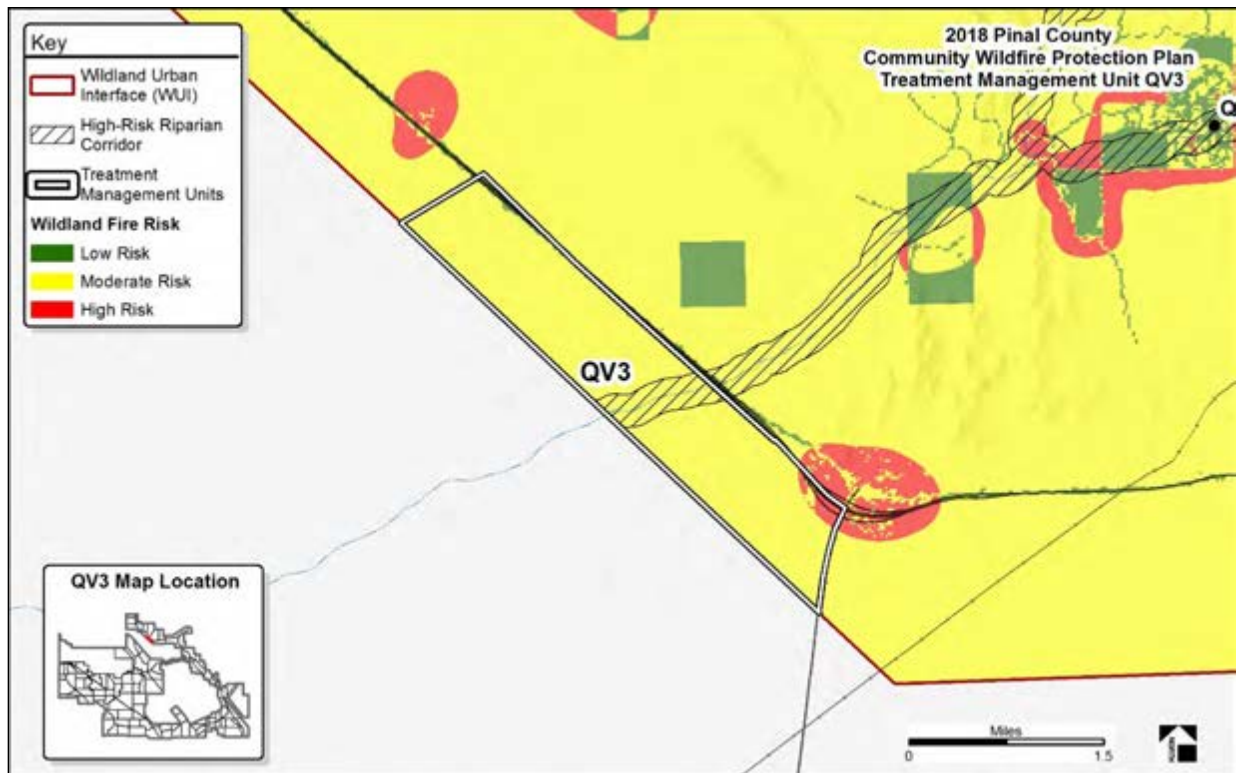
QUEEN VALLEY WUI



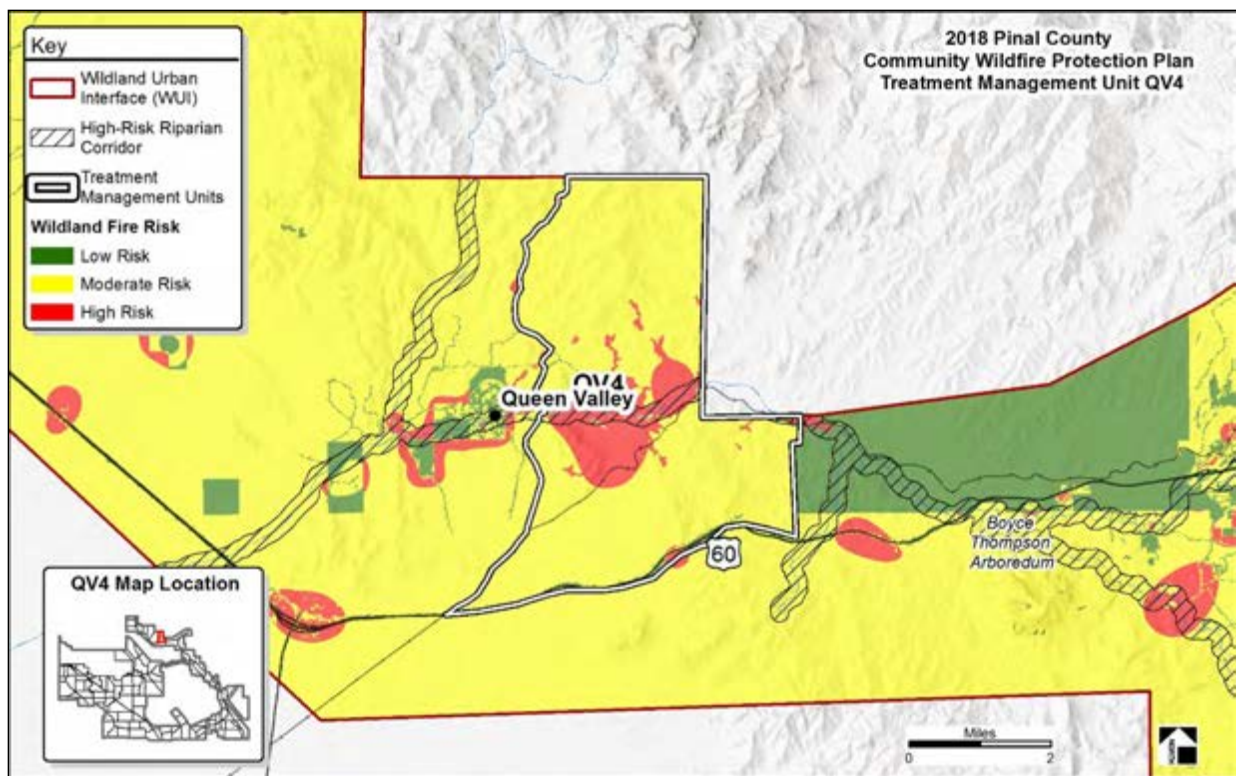
TMU QV1



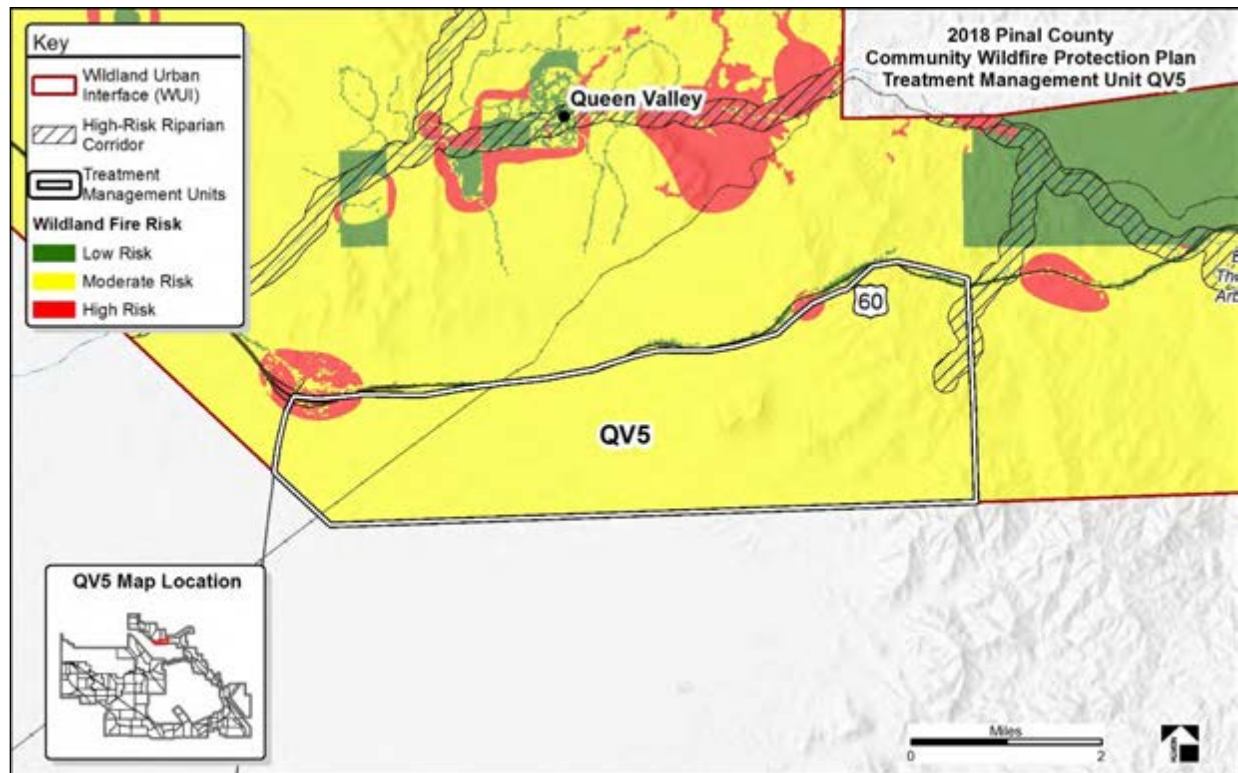
TMU QV2



TMU QV3



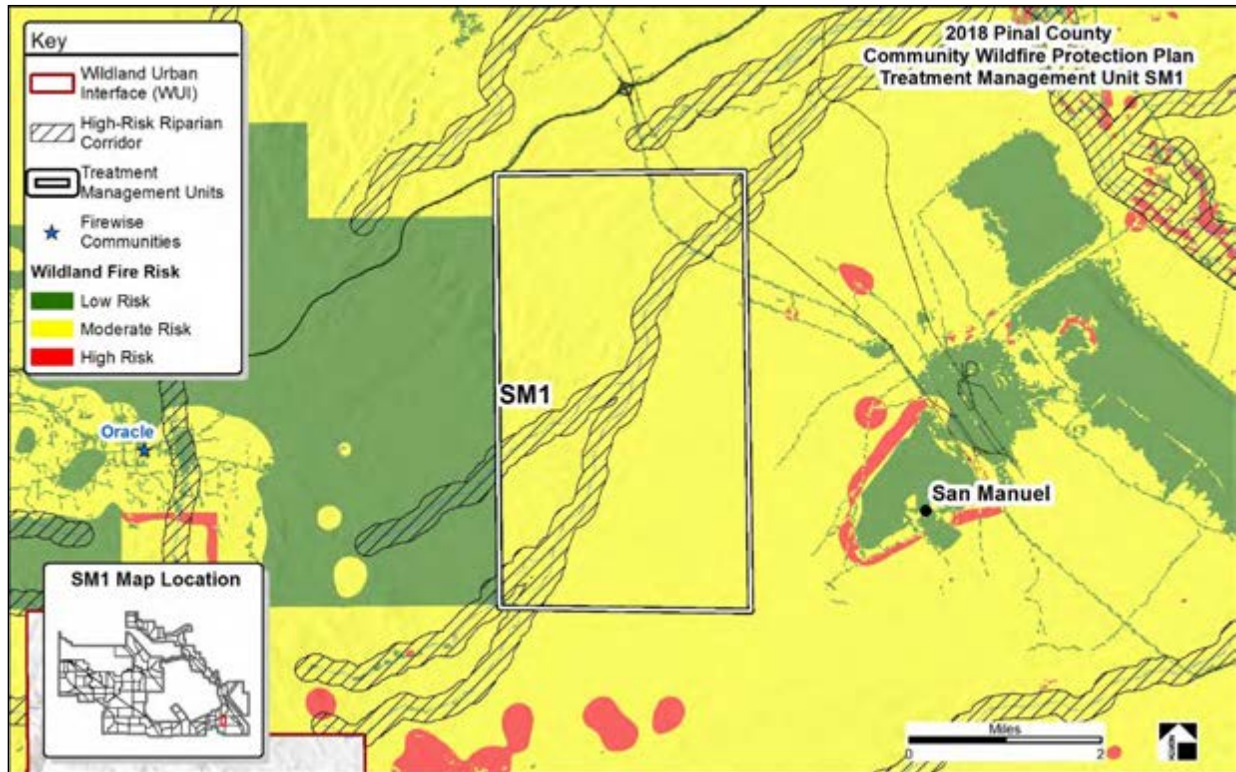
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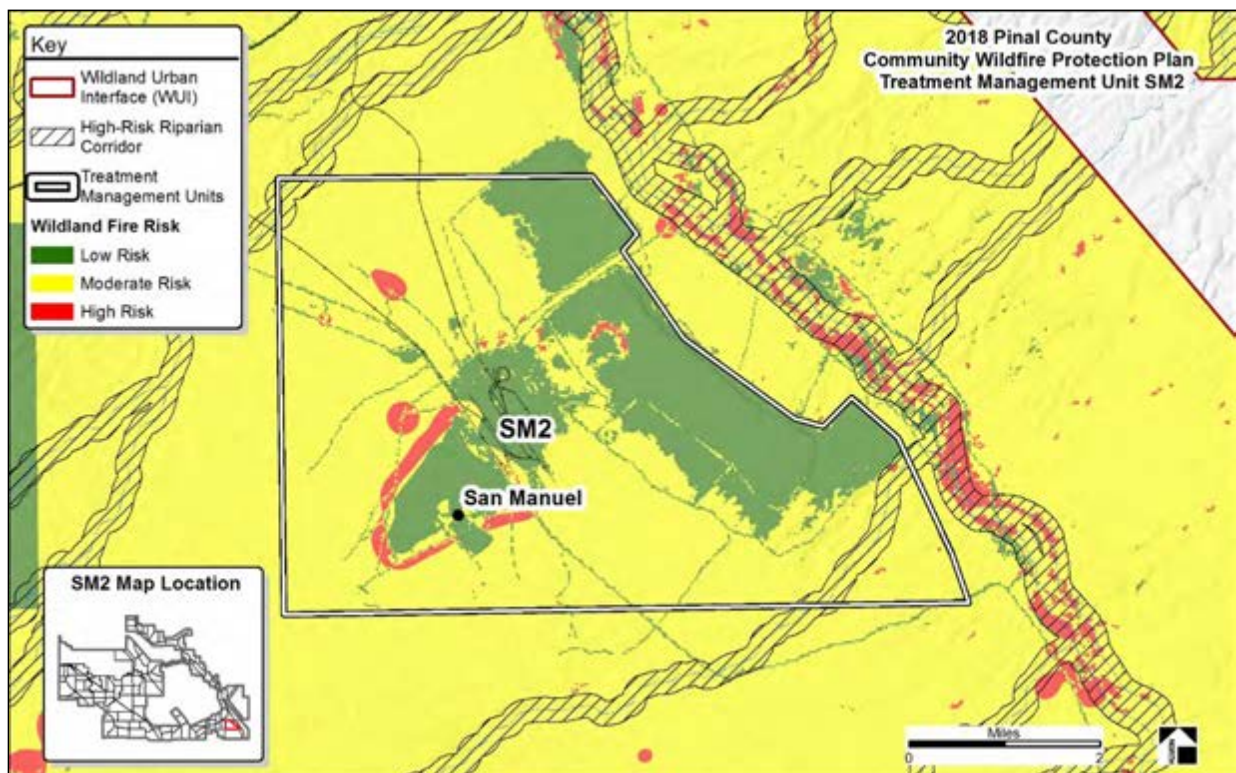
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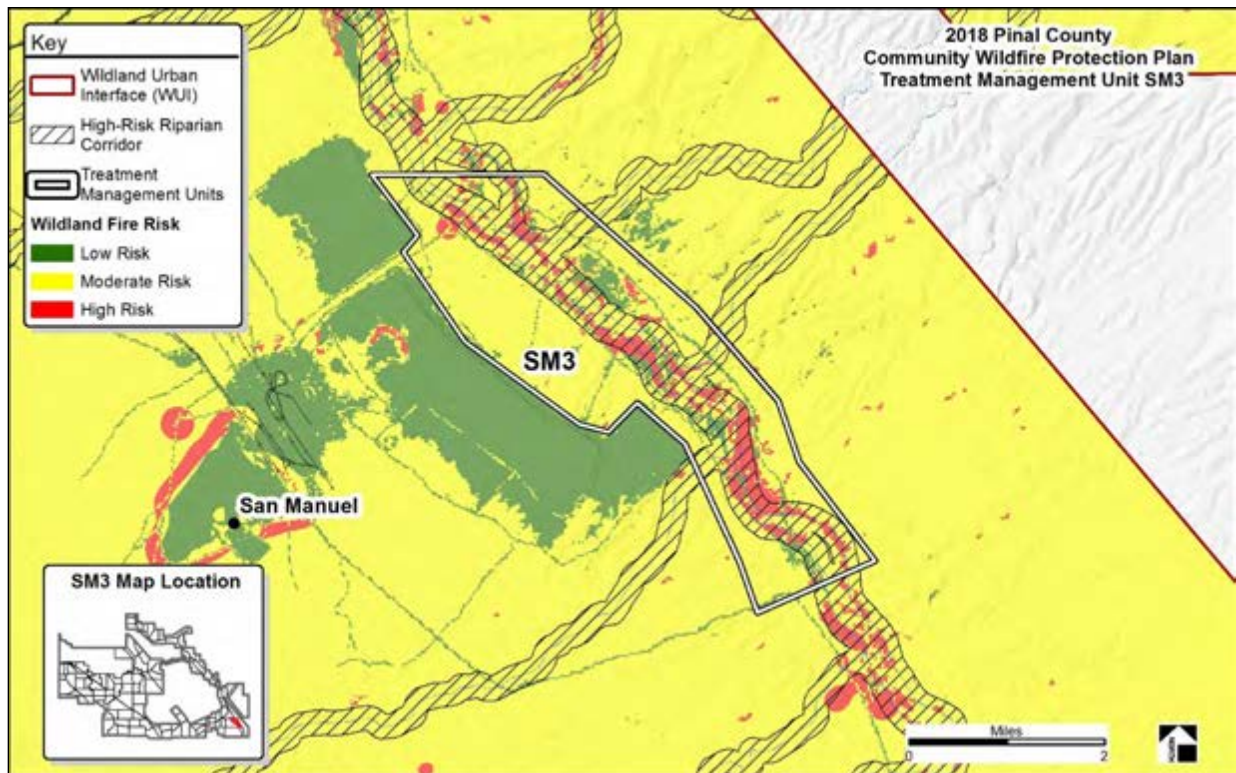
SAN MANUEL WUI



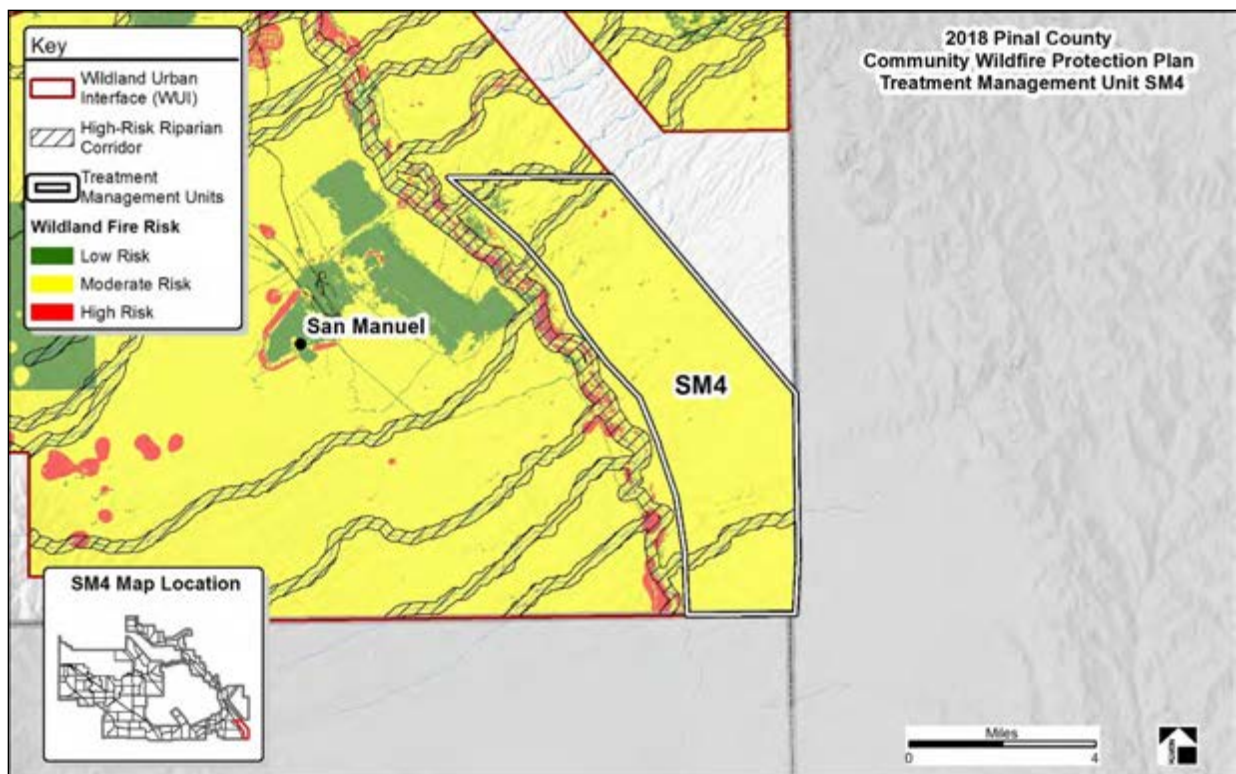
TMU SM1



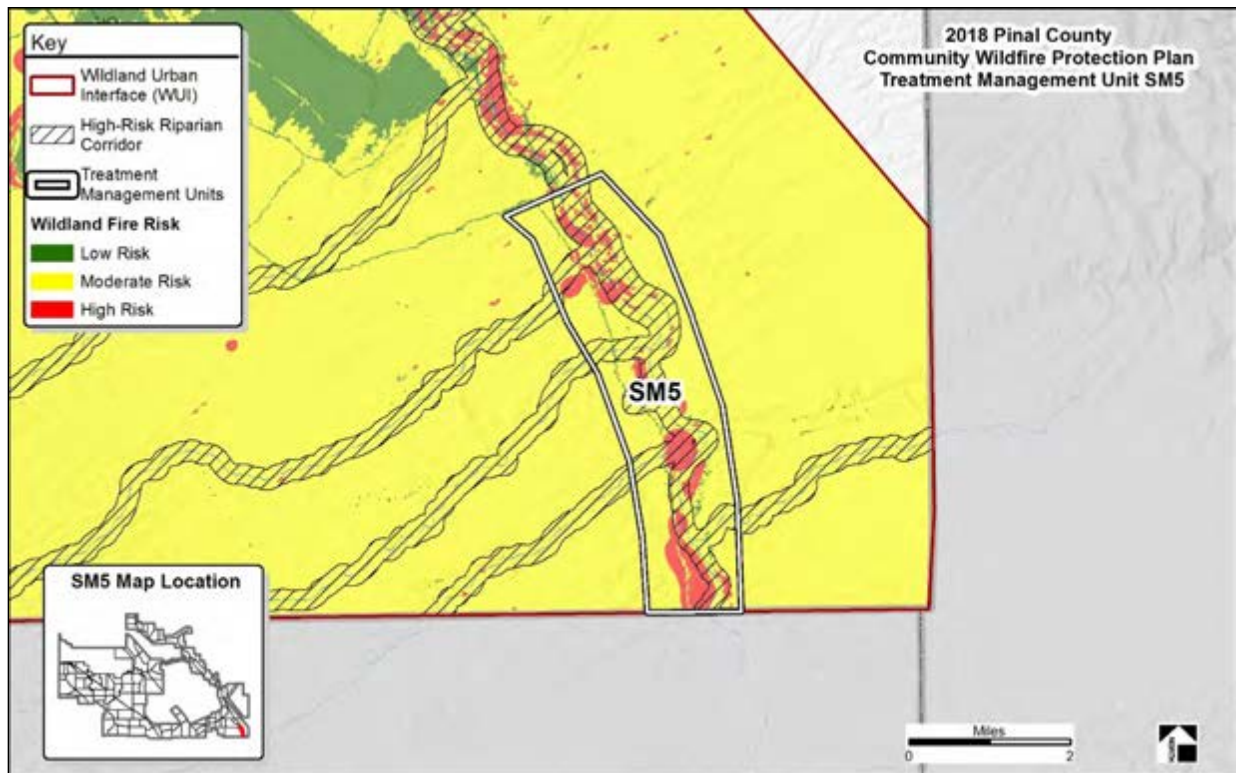
TMU SM2



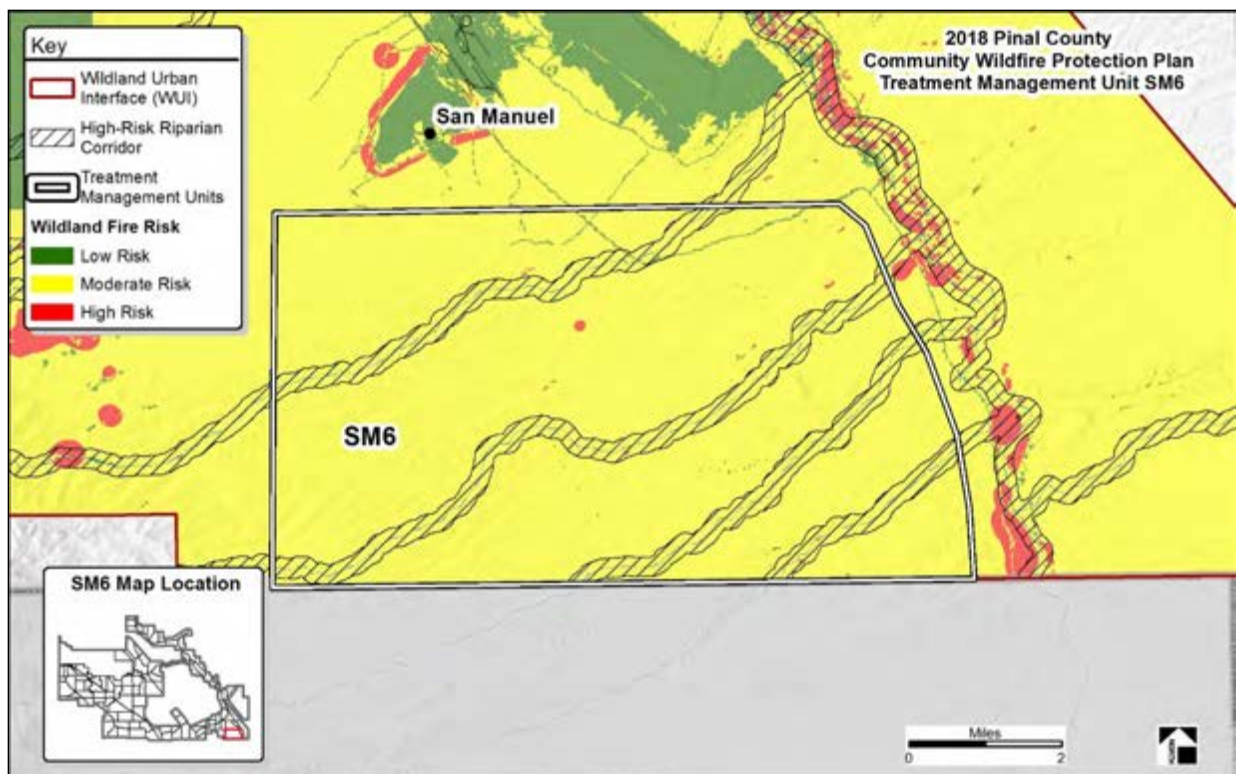
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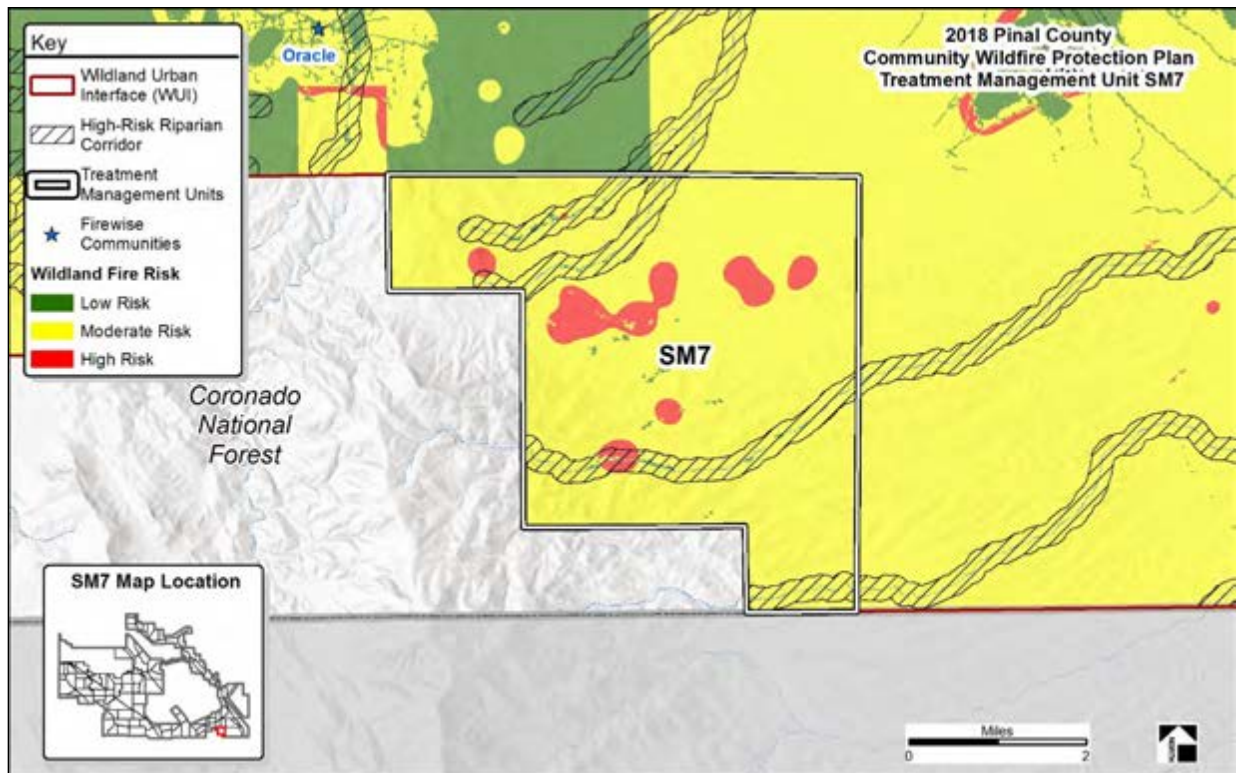
TMU SM4



TMU SM5

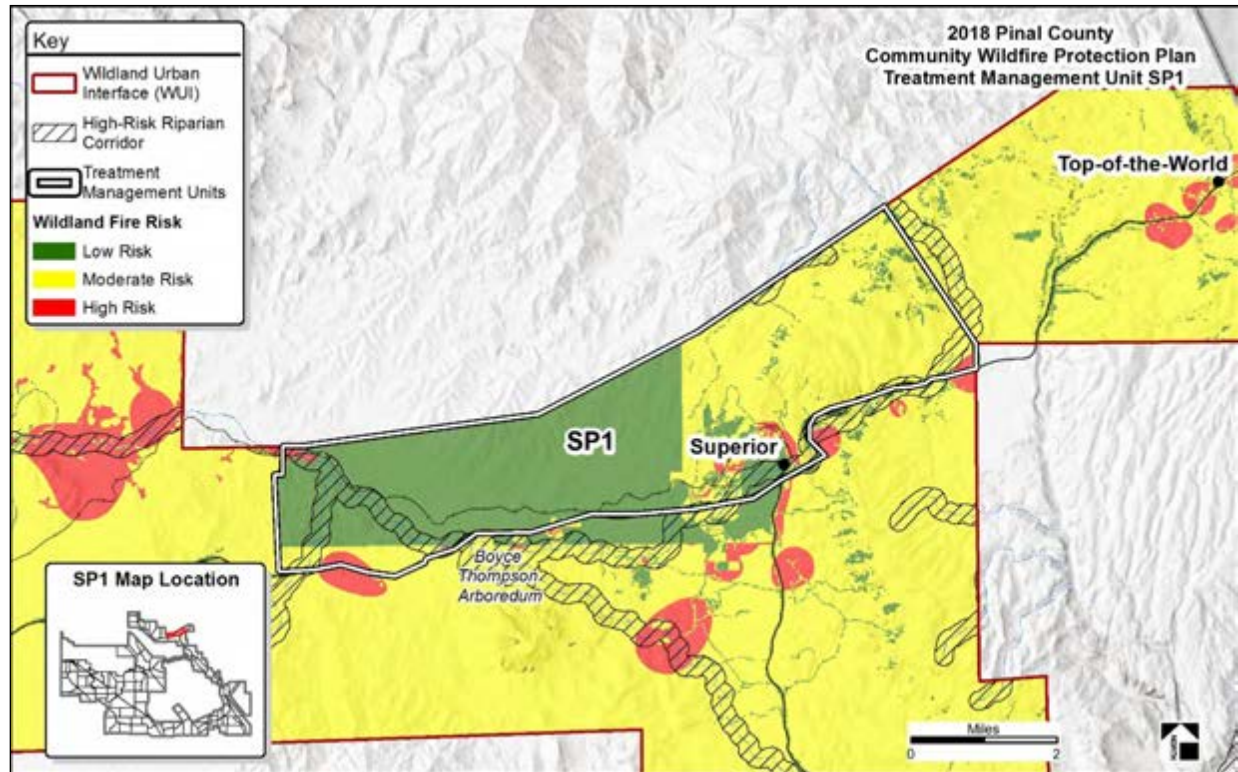


TMU SM6

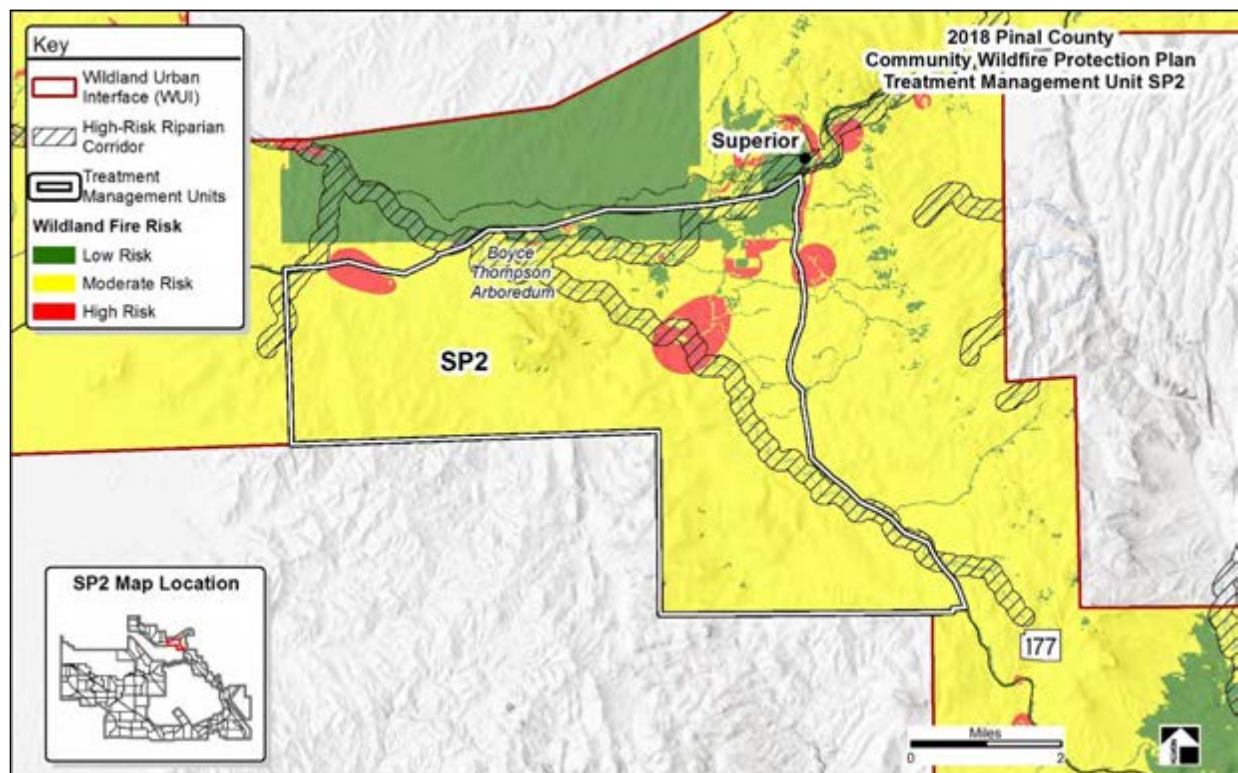


TMU SM7

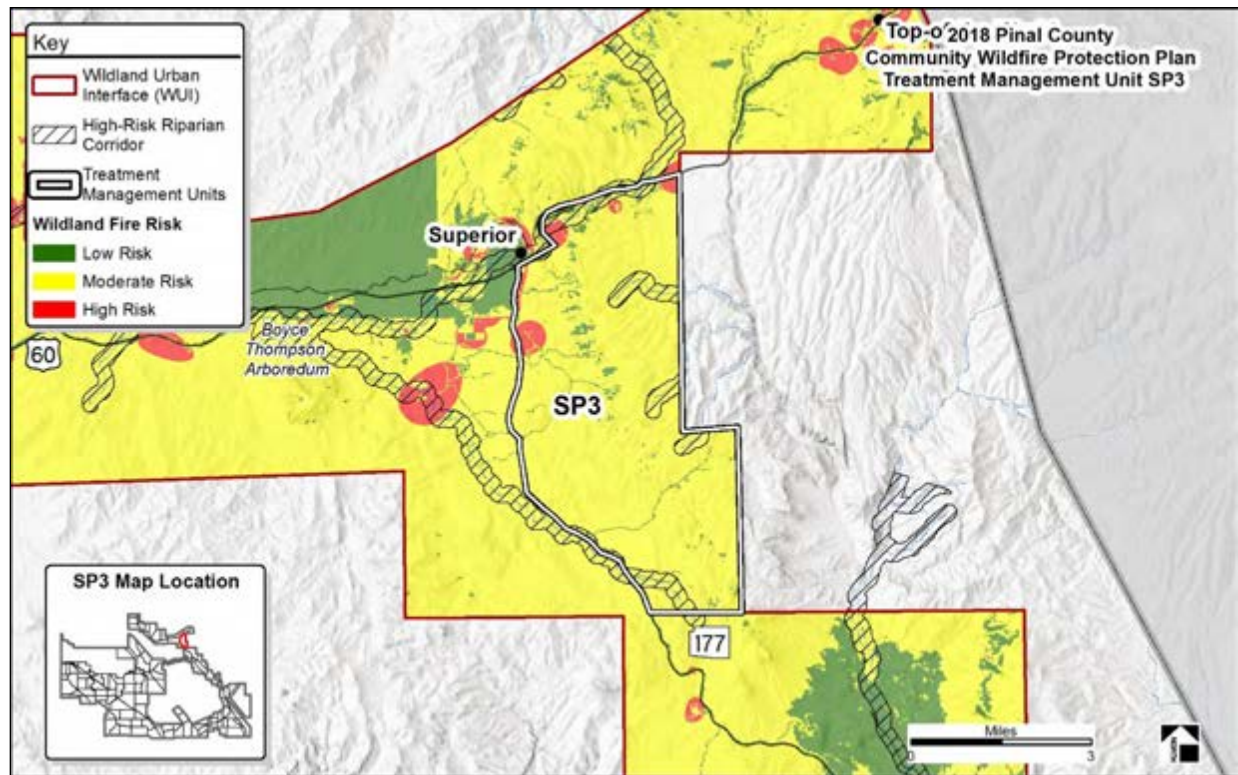
SUPERIOR WUI



TMU SP1

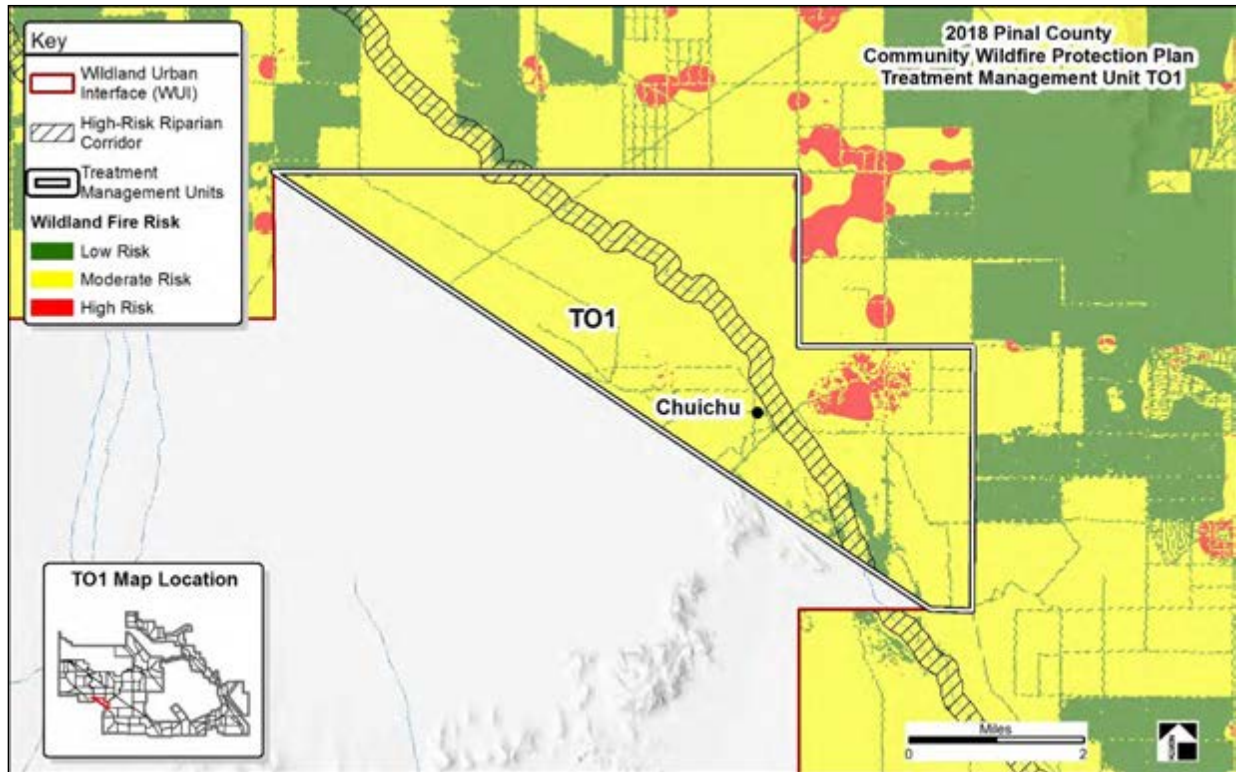


TMU SP2



TMU SP3

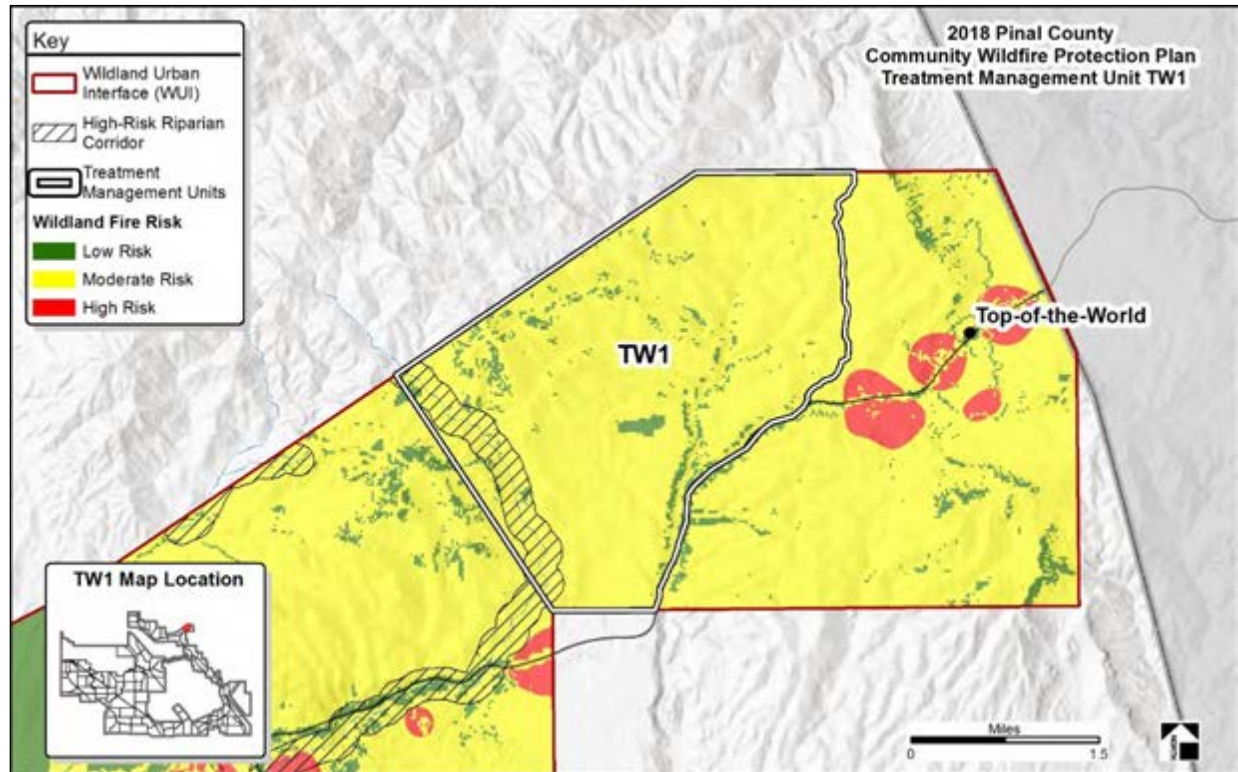
TOHONO O'ODHAM NATION WUI



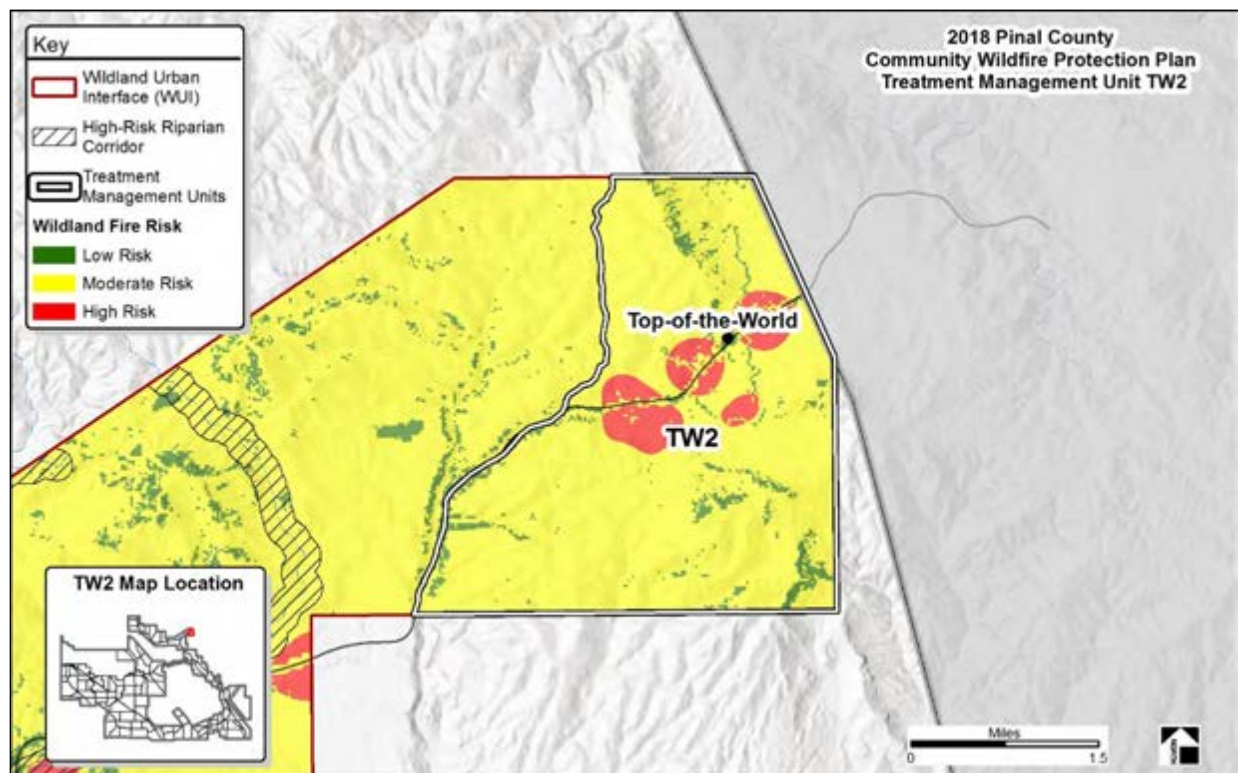
TMU TO1

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TOP-OF-THE-WORLD WUI



TMU TW1



TMU TW2

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2018 Pinal County Community Wildfire Protection Plan

PINAL COUNTY OFFICE OF EMERGENCY MANAGEMENT

What is a Community Wildfire Protection Plan?

- A local plan to address and reduce the wildland fire risk to the Town of Florence and Pinal County as whole;
- Collaboratively developed by our local governments and fire departments, with assistance from State and Federal agencies;
- Identifies and prioritize areas for fuel reduction treatments;
- Recommends measures that can be taken to reduce ignitability of structures;
- Encourages community involvement and promotes economic development.

History and Past Council Actions

- The plan was first developed in 2009;
- The current revision process began on October 17, 2017;
- The revision process included a core team composed of elected officials, local fire departments, state and federal forestry and fire agencies, electric utilities, and subject matter experts;
- The Pinal County Board of Supervisors Agreed to the Plan on August 8, 2018.



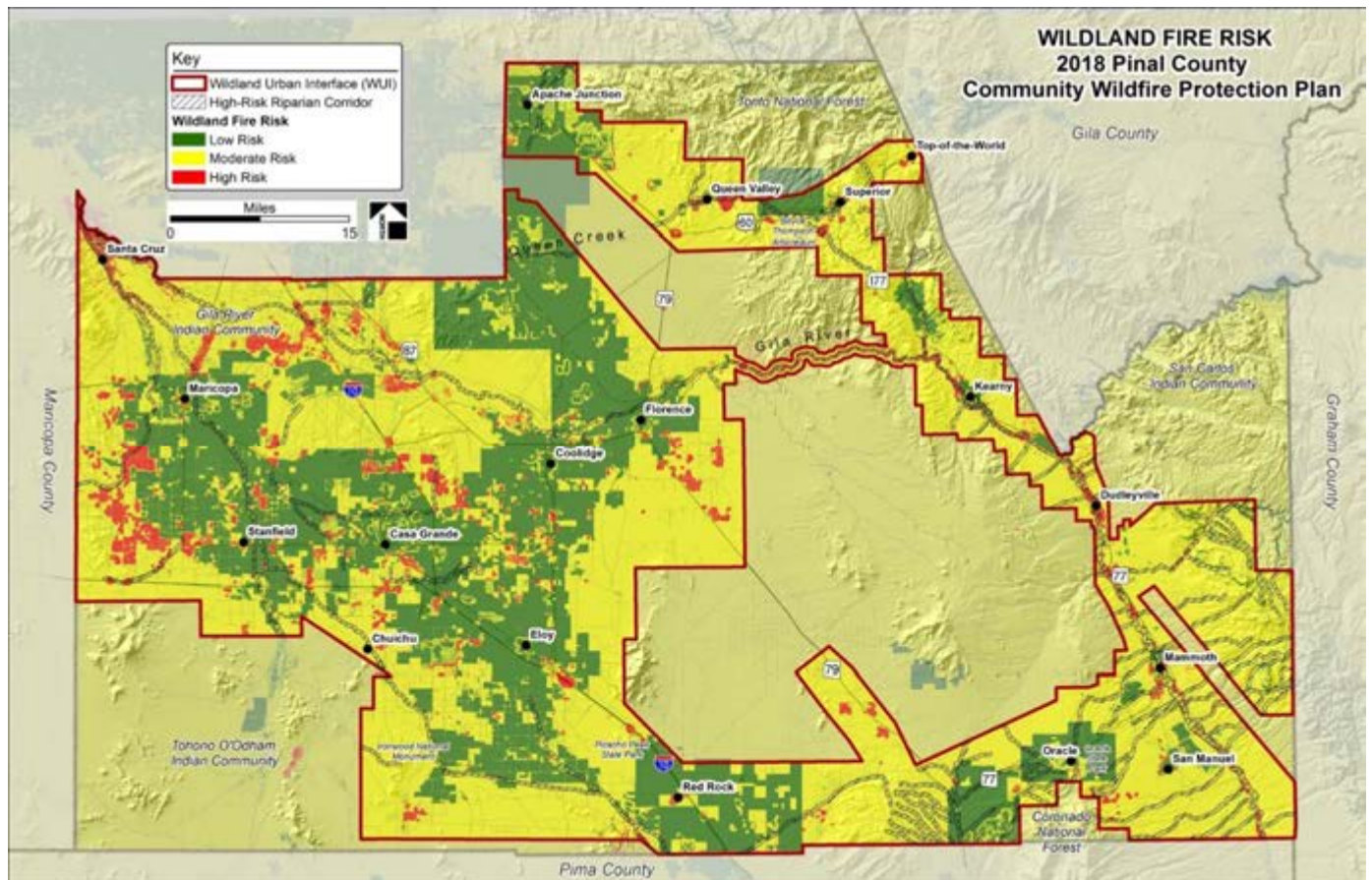
What are the benefits to the Town of Florence?

- Gives local government and fire chiefs a critical role in the development of the plan who along with the state, must agree to the plan;
- Establishes locally determined and approved wildland urban interface boundaries;
- Gives priority for federal mitigation grant funding, to the maximum extent possible, to communities that have adopted a plan;
- Requires federal agencies implementing fuel reduction projects to give priority to projects that are identified in the plan;
- Does not obligate the Town to any policy, project, or expenditures.

Public Works Department


31 N. Pinal Street, Building F., PO Box 727 Florence, AZ 85132
T 520-509-3555 Hours: M-F 8:00 am – 5:00 pm F 520-866-6511

www.pinalcountyaz.gov



The 2018 Pinal County Community Wildfire Protection Plan can be found online at:

pinalcountyaz.gov/EmergencyManagement

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11c.
MEETING DATE: October 1, 2018 DEPARTMENT: Fire Department STAFF PRESENTER: David Strayer, Fire Chief SUBJECT: Fire Prevention Week Proclamation		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim October 7 - 13, 2018 as Fire Prevention Week.

BACKGROUND/DISCUSSION:

Since 1922, the NFPA has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by fires.

Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage. This horrific conflagration killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land.

In a fire, mere seconds can mean the difference between a safe escape and a tragedy. Fire safety education isn't just for school children. Teenagers, adults, and the elderly are also at risk in fires, making it important for every member of the community to take some time every October during Fire Prevention Week to make sure they understand how to stay safe in case of a fire.

While children under 5 and adults over 65 are at the highest risk for injury or death in a fire, people of all ages are vulnerable. In fact, the risk of a nonfatal fire injury is highest for those between 20 and 49, showing that fire safety education is essential for everyone.

The purpose of Fire Prevention Week is to bring awareness to the risk of death in case of a fire and provide educational resources to everyone in order to keep everyone safe.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Proclamation

PROCLAMATION

FIRE PREVENTION WEEK

October 7 – 13

WHEREAS, through the three simple calls-to-action, this year's theme identifies basic but essential ways people can reduce their risk to fire and be prepared in the event of one: **Look** for places fire can start, **Listen** for the sound of the smoke alarm, **Learn** two ways out of each room; and

WHEREAS, people take safety for granted and are not aware of the risk of fire, and paying attention to your surroundings, looking for available exits in the event of a fire or other emergency, and taking the smoke alarm seriously if it sounds can make a potentially life-saving difference in a fire or other emergency situation; and

WHEREAS, this year's Fire Prevention Week messages apply to virtually all locations; however, NFPA continues to focus on home fire safety, as the majority of U.S. fire deaths (four out of five) occur at home each year. In fact, the fire death rate (per 1000 home fires reported to the fire department) was 10 percent higher in 2016 than in 1980; and

WHEREAS, significant progress has been made in preventing home fires from happening, these statistics show that there's still much more work to do when it comes to teaching people how to protect themselves in the event of one, and why advance planning is so critically important; and

WHEREAS, "Look. Listen. Learn. Be aware – fire can happen anywhere." works to remind the public that fires can and do still happen – at home, as well as other locations - and that there are basic but vitally important steps people can take to remain safe; and

WHEREAS, as the official sponsor of Fire Prevention Week for more than 90 years, NFPA works with local fire departments throughout North America to promote the campaign in their communities and reaches out to the public directly to encourage everyone to take action to be safe.


NOW THEREFORE, I, Tara Walter, Mayor of the Town of Florence, Arizona, by virtue of the authority vested in me, do hereby proclaim October 7-13, 2018 as "**FIRE PREVENTION WEEK**" and do hereby call upon all the citizens to remember to "Look, Listen and Learn" to reduce the risks of fires and to be prepared in the event of one.

In witness thereof, I hereby set my hand and affix the Official Seal of the Town of Florence, Arizona, this 1st day of October 2018.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11d.
MEETING DATE: October 1, 2018 DEPARTMENT: Administration STAFF PRESENTER: Mayor Tara Walter SUBJECT: Domestic Violence Proclamation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim October 2018 as Domestic Violence Month.

BACKGROUND/DISCUSSION:

On October 1, 2018, in recognition of Domestic Violence Awareness Month, Governor Ducey, will light the State Capitol purple and launch the 4th annual *Lighting Arizona Purple* campaign. The campaign was developed to raise statewide awareness and provide important information to domestic violence victims.

We also encourage everyone to participate in the state wide “wear purple day” on October 19th.

With domestic violence on the rise, it is important to face the difficult issue and raise awareness and to publicize the services available to those who are experiencing domestic violence.

During the month of October, victim-advocate groups, centers, service workers, and many other organizations come together to connect those who work to end violence, to celebrate those who have survived and mourn those who have died because of domestic violence.

A VOTE OF NO WOULD MEAN:

N/A

A VOTE OF YES WOULD MEAN:

N/A

FINANCIAL IMPACT:

None

ATTACHMENTS:

Proclamation

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic violence is a pervasive problem that affects one in four women and one in seven men in Arizona, and stands in direct opposition to our No. 1 priority of protecting Arizona families and communities; and

WHEREAS, In Arizona, every 36 minutes an officer responds to a domestic violence incident with a child present and every 19 minutes an arrest is made. These numbers are tragic because domestic violence impacts our families, communities, schools, and workplaces on a daily basis; and

WHEREAS, This is an issue that affects all ages, races, religions, socioeconomic backgrounds and education levels; and ending violence in the home, at work, and in the community requires vigilance and dedication from every part of our society. We all have a responsibility to know the signs, to help the victimized and vulnerable and to speak out against it whenever we can; and

WHEREAS, during the month of October, victim-advocate groups, centers, service workers, and many other organizations come together to connect those who work to end violence, to celebrate those who have survived and mourn those who have died because of domestic violence; and

WHEREAS, the Governor's Office of Youth, Faith and Family will host their fourth annual Lighting Arizona Purple Event at the State Capital on October 2, 2018 and will light the Capital Dome purple as a symbol of Arizona's dedication to ending domestic violence and will launch the month-long Lighting Arizona Purple Campaign. Governor Douglas A. Ducey encourages Arizonans to stand with him as we send the unwavering message that domestic violence can stop and invites everyone to join in this effort by lighting their homes purple; and

WHEREAS, Domestic Violence Awareness Month is an opportunity to stand with domestic violence survivors, to celebrate the progress made in combating these crimes, and to recommit to reducing domestic violence in their communities.


NOW THEREFORE, I, Tara Walter, Mayor of the Town of Florence, Arizona, by virtue of the authority vested in me, do hereby proclaim and declare October 2018 as "**DOMESTIC VIOLENCE AWARENESS MONTH**" and in support of this worthy cause, will have Town hall lit purple for the remainder of October 2018, to help raise awareness and do hereby call upon all the citizens to light their homes purple in support of this effort.

In witness thereof, I hereby set my hand and affix the Official Seal of the Town of Florence, Arizona, this 1st day of October 2018.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11e.
MEETING DATE: October 1, 2018 DEPARTMENT: Administration STAFF PRESENTER: Mayor Walter SUBJECT: Hunger Action Month		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Information Only

BACKGROUND/DISCUSSION:

September is Hunger Action Month, which is a month where people all over America stand together with Feeding America and the nationwide network of food banks to fight hunger. It is a month to spread the word and take action on the hunger crisis and dedicate ourselves to a solution. Hunger is real for one of eight in your neighborhoods.

I challenged each of the Town of Florence departments to take up a collection. All town departments that participate will receive a 'Recognition of Thanks' at the first meeting in October and the department that collects the most goods will earn a pizza party.

I would like to thank everyone who participated in the food drive. The food that is gathered will stay local. The two locations that will be accepting the donations that currently serve our community are Florence Baptist Church and Mosaic Church.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

The cost for a pizza party for the department that wins. The cost will vary, depending on the size of the department.

ATTACHMENTS:

None

Maria Hernandez

From: Tara Walter
Sent: Monday, September 10, 2018 10:33 AM
To: All Town Staff
Subject: Hunger Action Month: Town Food Drive
Attachments: Food Drive Photo.png; hunger-action-month_banner.jpg


Dear Town Staff Members,

September is Hunger Action Month, which is a month where people all over America stand together with Feeding America and the nationwide network of food banks to fight hunger. It is a month to spread the word and take action on the hunger crisis, and dedicate ourselves to a solution. Did you know hunger is real for 1 of 8 in your neighborhoods? Will you join us? I'm challenging each of the Town of Florence departments to take up a collection. All town departments that participate will receive a 'Recognition of Thanks' at the first meeting in October and the department that collects the most goods will earn a pizza party. I would like to thank you in advance for your participation. The food that is gathered will stay local. Here are the two locations that will be accepting the donations that currently serve our community: Florence Baptist Church and Mosaic Church. Thank you in advance for your help with this community wide service project. 😊

Respectfully Yours,

Tara Walter
Mayor of Florence, AZ
775 N. Main St.
Florence, AZ 85132



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11f.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works –Department Streets Division STAFF PRESENTER: Christopher Salas Public Works Director/Town Engineer SUBJECT: Plaque presentation to Streets Division in recognition to the Town of Florence as Recycling Champions 2017.		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Information Only; recognition to the Town of Florence as Recycling Champions 2017.
Plaque presentation to Streets Division.

BACKGROUND/DISCUSSION:

The Town of Florence was presented with the Recycling Champions 2017 plaque. The Town used 130,500 pounds of crumb rubber derived from waste tires generated in Pinal County Arizona. This diverted is the equivalent of 13,050 tires from our landfills.

A VOTE OF NO WOULD MEAN:

Information only

A VOTE OF YES WOULD MEAN:

Information only

FINANCIAL IMPACT:

No financial impact; information only.

ATTACHMENTS:

Award

Recycling Champions 2017




This certifies that

Town of Florence

used 130,500 lbs. of crumb rubber derived
from waste tires generated in
Pinal County, Arizona.

This diverted the equivalent of 13,050 tires from our landfills.



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12a.
MEETING DATE: October 1, 2018 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Initial Term Extension of Brunenkant Building Lease Agreement with Weagant Law Offices, PLC		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

A motion to approve the Initial Term Extension of the Lease Addendum between the Town of Florence and Weagant Law Offices at the Brunenkant Building through October 31, 2019.

BACKGROUND/DISCUSSION:

Cody Weagant has leased the Brunenkant Building since November 1, 2016 for use as a law office. Mr. Weagant has requested an extension of the lease agreement initial term until October 31, 2019. The lease agreement has been modified to extend the initial term. No other changes were made to the document.

A VOTE OF NO WOULD MEAN:

A No vote would mean the Tenant will occupy the building on a month-to-month basis.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean the current lease term is extended to October 31, 2019.

FINANCIAL IMPACT:

The monthly rent is \$500 and the tenant pays the cost of utilities each month as invoiced by the Town.

ATTACHMENTS:

Brunenkant Building Lease Agreement Third Addendum

Addendum Three to Extend Initial Term on Lease Agreement
Dated November 1, 2016

This Addendum Three is made and entered into as of October 1, 2018 to the Lease Agreement dated November 1, 2016, by and between the Town of Florence, Arizona "Landlord" and Weagant Law Offices, PLLC "Tenant".

This Addendum Three is intended to and shall modify Paragraph 2. Term of said Lease Agreement, by extending the Initial Term to the 31st day of October, 2019.

This Addendum Three is intended to and shall modify Paragraph 3. Extensions of said Lease Agreement, by changing the lease end date to the 31st day of October, 2019.

Any term or provision of the Lease Agreement which applies to Paragraph 2. Term and Paragraph 3. Extension shall also apply to this Addendum Three. This Addendum Three shall be attached to and incorporated into the Lease Agreement as though fully set forth therein.

Paragraph 2. Term

The Lease term shall begin on the **1st day of November, 2016**, and end on the **31st day of October, 2019** (the "Initial Term"). Landlord shall use its best efforts to put Tenant in possession of the Leased Premises at the beginning of the Initial Term. If Landlord is unable to timely provide the Leased Premises for occupancy by Tenant, rent shall abate for the period of delay. Tenant agrees it shall make no other claim against Landlord for any such delay.

Paragraph 3. Extensions

The Parties hereto may elect to extend the Initial Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such election, provided that Tenant gives notice of its request to extend the Initial Term no later than sixty (60) days prior to the expiration of the Initial Term. If Tenant does not elect to extend the Initial Term in accordance with this paragraph, this Lease shall end on **the 31st day of October 2019** (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. Landlord's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

Applicability of Lease. Except as amended hereby, the Lease Agreement shall remain in full force and effect.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND
ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum to Lease Agreement as of the day and year first written above.

LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

Tara Walter, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

LESSEE:

Weagant Law Offices, PLLC

By: _____

Its: _____

Date: _____

291 NORTH BAILEY STREET PROPERTY LEASE AGREEMENT

**TOWN OF FLORENCE, ARIZONA,
an Arizona municipal corporation**

AND

**WEAGANT LAW OFFICES,
a professional limited liability company**

DATE: November 1, 2016

PROPERTY LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into on the ___ day of October, 2016 by Town of Florence, Arizona, a municipal corporation, hereinafter called "Landlord" and Weagant Law Offices, a professional limited liability company, hereinafter called "Tenant". The Landlord and Tenant may be referred to in the Lease collectively as the "Parties" and each individual as "Party".

1. LEASED PREMISES

For and in consideration of the rent to be paid and of the covenants and agreements of the Tenant as hereinafter set forth, Landlord does hereby lease to Tenant 1,782 square feet, the first floor and second floor excluding the basement, of the premises located at 291 North Bailey Street, Florence, Arizona, also known as the Brunenkant Building, and hereinafter referred to as the "Premises", or, the "Leased Premises".

2. TERM

The Lease term shall begin on the 1st day of November, 2016, and end on the 31st day of October, 2017 (the "Initial Term"). Landlord shall use its best efforts to put Tenant in possession of the Leased Premises at the beginning of the Initial Term. If Landlord is unable to timely provide the Leased Premises for occupancy by Tenant, rent shall abate for the period of delay. Tenant agrees it shall make no other claim against Landlord for any such delay.

3. EXTENSIONS

The parties hereto may elect to extend the Initial Term upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such election, provided that Tenant gives notice of its request to extend the Initial Term no later than sixty (60) days prior to the expiration of the Initial Term. If Tenant does not elect to extend the Initial Term in accordance with this paragraph, this Lease shall end on the 31st day of October, 2017 (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. Landlord's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

4. RENTS

Rent shall be paid at the rate of five hundred dollars (\$500.00) per month for the duration of the Lease. In addition to the rent, the Tenant is responsible for the commercial property lease transaction privilege tax and government property lease excise tax. Each monthly payment of rent due thereafter shall be payable on the first day of each calendar month for the balance of the Initial Term. Payment of rent shall be made to Landlord at Town of Florence, P.O. Box 2670, 775 North Main Street, Florence, Arizona 85132, or at such other place designated by written notice from

Landlord. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. If rent is not received by the close of the 5th business day then the late fee of \$25.00 will be added to the Tenant's account.

5. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of **five hundred dollars (\$500.00)** as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. At the expiration of this Lease or such other time as Tenant may request the return of the Security Deposit, Landlord shall make an inspection of the Leased Premises and deduct from the Security Deposit such sums as are necessary to repair and refurbish the Leased Premises to the condition which existed prior to Tenant's occupancy thereof. In the event of a bona fide sale of the property of which the Leased Premises are a part, the Landlord shall have the right to transfer the security deposit to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

6. PURPOSE

A. Tenant shall use the Leased Premises for the purpose of conducting the business of a law office (the "Use") and for no other purpose without Landlord's express prior written consent. This Use must also be and remain consistent with Exhibit "A". In the event Tenant desires to use the Leased Premises for a different business purpose not described above, Tenant shall first apply, in writing, for approval for such use to the Town of Florence.

B. If Tenant fails to meet any of these requirements, then Landlord may terminate the lease after providing the Tenant no less than thirty (30) days written notice of Landlord's intent to terminate the lease. If Tenant does not satisfy the above conditions or otherwise cure the deficiencies indicated in the notice within thirty (30) days, Landlord may terminate the lease as provided in Section 18 below.

C. The Premises shall not be used in violation of this Lease, any zoning laws applicable to the Premises, or in violation of any federal, state or local laws or regulations.

7. PROHIBITED USES

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. All uses must conform to the Downtown Commercial (DC) zoning requirements, the Development Code, and the Landlord's Property Lease Policy, as promulgated by Town from time to time.

8. SUBLEASE AND ASSIGNMENT

A. Tenant shall not sublet or assign this Lease without Landlord's consent. To assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets, Tenant must receive either written consent from Landlord (not to be unreasonably withheld) or enter into a new lease agreement reasonably satisfactory to both parties.

Except as set forth above, neither Tenant nor any assignee may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's written consent.

9. REPAIRS

A. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs and refurbishment of the Leased Premises. Repair and refurbishment shall include, but is not limited to, the repair and refurbishment of normal wear and tear to floors, walls, ceilings, and other parts of the Leased Premises caused by Tenant's use and enjoyment of the Leased Premises, except for major mechanical systems or the roof, [(so long as damage thereto is not caused, in whole or in part, by the acts or omissions of Tenant, its invitees or those under Tenant's direction and control) subject to the obligations of the parties as may otherwise be set forth in this Lease.]

B. Tenant has examined the Leased Premises and associated landscaping, improvements and parking lot, and Tenant hereby accepts the Leased Premises "as is" and "where is" and Tenant shall and does hereby waive all claims Tenant, now or hereafter, may have against Landlord arising out of or in any way attributable to the physical status or condition of the Leased Premises, landscaping, improvements, and parking lot. Tenant acknowledges and agrees that Landlord has not made any representations or warranty, express or implied, as to the suitability of Leased Premises for the Use.

10. TENANT IMPROVEMENTS

A. Tenant, at Tenant's expense, shall have the right to remodel, redecorate, or make additions, improvements and replacements to the interior of the Leased Premises (excluding the exterior landscaping and the parking lot) from time to time as Tenant may deem desirable (the "Tenant Modifications"), provided the same are made in a workmanlike manner, lien free, in accordance with all codes, and utilizing good quality materials. Tenant must obtain the written consent of Landlord prior to undertaking any such Tenant Modifications. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased

Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease but not after ten (10) days after the expiration thereof, provided that such removal does not cause any damage to the Premises. Any damage caused by the removal of Tenant's personal property shall be repaired by Tenant at Tenant's expense. If Tenant fails to repair any such damage Landlord may repair the damage and deduct the costs thereof from Tenant's security deposit, with Tenant remaining liable for the excess, if any, over the security deposit. At the expiration of this Lease, at Landlord's direction, Tenant shall remove any such personal property from the Leased Premises at Tenant's sole cost and expense, repairing any damage to the Leased Premises occasioned thereby.

B. Tenant may have prepared plans and specifications for the construction of the Tenant Modifications, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises and shall keep the same in full force and effect at Tenant's cost.

C. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the Tenant Modifications on the Leased Premises at its sole cost and expense. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. Tenant shall include in any contract for the construction of Tenant Modifications a requirement that bonds in the full amount of the contract sum be furnished guaranteeing the faithful performance of the contract requirements and the payment of any and all subcontractors.

D. During the course of the Tenant Modifications, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

E. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Tenant Modifications to Leased Premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provisions contained herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant.

11. UTILITIES

Tenant shall pay the amount due for charges for water, sewer, gas, and electricity at the Leased Premises. Tenant shall pay the utilities invoice upon the due date for the monthly payment of this Lease or the first of the month, whichever comes first. Tenant shall be responsible for all of its own telecommunications and cable charges but Tenant may use the wireless internet already available on the premises.

Tenant acknowledges that the Leased Premises are designed to provide standard office or retail use, electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

12. LANDSCAPE MAINTENANCE AND PEST CONTROL

Tenant shall be responsible for the regular landscape maintenance of the Premises except for the trees located on the Premises. Maintenance of the trees shall be the responsibility of the Landlord. Landlord shall maintain the Premises free from insects and other pests. Landlord shall, at its sole cost and expense, regularly control pests and insects within the Premises in the same manner as other Town-owned buildings including regular spraying.

13. SIGNAGE

A. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises at its sole cost and expense.

B. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

14. ENTRY

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

15. PARKING

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to

time by Landlord. Landlord reserves the right to designate parking areas within the Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

16. MECHANIC'S LIENS

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or material man's or laborer's lien against the Leased Premises, or on Lessee's interest under this Lease. Tenant agrees that it will neither do any act, nor fail to do any act, which would result in the recordation of any lien against the Leased Premises.

17. INSURANCE AND INDEMNIFICATION

A. INDEMNIFICATION

(i) To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, agents, officers, officials, representatives, and employees from and against all tort claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted either wholly or in part from the acts, errors, mistakes, omissions, work or services of the Tenant, its agents, employees, contractors or subcontractors in the performance of this Lease, and regardless of whether or not such claim, damages, loss or expenses are caused in part by Landlord.

(ii) Tenant's duty to defend, hold harmless and indemnify the Town of Florence, its Mayor and Council members, agents, officers, officials, representatives, and employees shall arise in connection with any tort claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused either wholly or in part by Tenant's acts, errors, mistakes, omissions, work or services in the performance of this Lease including any employee of the Tenant or any other person for whose acts, errors, mistakes, omissions, work or services the Tenant may be legally liable, and regardless of whether or not such claim, damages, losses or expenses are caused in part by Landlord.

(iii) The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

B. INSURANCE REQUIREMENTS

(i) The Tenant, at Tenant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Landlord/Town of Florence.

(ii) All insurance required herein shall be maintained in full force and effect during any term of this Lease; failure to do so may, at the sole discretion of the Town of Florence, constitute a material breach of this Lease.

(iii) The Tenant's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town of Florence shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town of Florence.

(iv) The insurance policies required by this Lease shall name the Town of Florence, its Mayor and Council members, agents, officers, officials, representatives, and employees as Additional Insured.

C. REQUIRED COVERAGES

(i) General Liability

(a) Tenant shall, at Tenant's expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Lease, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093(October 2001 version). The coverage shall not exclude X, C, U.

(b) Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

(c) The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185 (October 2001 version).

(ii) Property Insurance

(a) Landlord shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the Leased Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief and special extended perils.

(b) Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the contents of the Leased premises.

Tenant agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom, or for loss or damage to goods, wares, merchandise or other property in or on the Leased Premises owned or belonging to Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury to persons or property is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures or from any other cause; or whether the said damage or injury to person or property results from conditions arising upon the Leased Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

(iii) Certificates of Insurance

(a) Prior to delivery of possession of the Leased Premises to Tenant, Tenant shall furnish the Landlord/Town of Florence with Certificates of Insurance, or formal endorsements as required by this Lease, issued by Tenant's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Lease are in full force and effect.

(b) In the event any insurance policy (ies) required by this Lease is (are) written on a "claims made" basis, coverage shall extend for two years past the expiration of any term of this Lease as evidenced by annual Certificates of Insurance.

(c) If a policy does expire during any term of this Lease, a renewal certificate must be sent to the Town of Florence fifteen (15) days prior to the expiration date.

18. DEFAULTS AND REMEDIES

A. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (i) The vacating or abandonment of the Leased Premises by Tenant;
- (ii) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due;
- (iii) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in subsection (A) above, where such failure shall continue for a period of fifteen (15) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such

cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion, such additional time to complete not to exceed thirty (30) additional days.

(iv) The making by Tenant of any general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, located at the Leased Premises, or, of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or, the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

(v) The filing or recordation of a lien against the Leased Premises due to any action or inaction of Tenant.

B. REMEDIES

(i) In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(ii) Terminate Tenants' right to possession of the Leased Premises by any lawful means in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant provides could be reasonably avoided. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of 1) retaking possession of the Premises and recovering from Tenant the amount specified in this paragraph, or 2) proceeding under subsection (iv) below.

(iii) Maintain Tenant's right to possession in which case this Lease shall remain in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(iv) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona, including the right to declare a landlord's lien on Tenant's personal property located on the Leased Premises. Where a landlord's

lien is declared by Landlord, Landlord may, without notice or demand to Tenant, terminate Tenant's right to possession of the premises until Landlord has secured sufficient personal property or full payment of rent to satisfy the amount of rent owed. Should Landlord declare a landlord's lien on the Leased Premises pursuant to this paragraph, the Lease shall not be considered terminated, and Landlord shall have a right to recover rent as it becomes due.

C. DEFAULT BY LANDLORD

(i) Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than fifteen (15) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided however, that if the nature of Landlord's obligation is such that more than fifteen (15) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion. If Landlord does not perform, the holder of any first mortgage may perform in Landlord's place and Tenant must accept such performance.

D. HOLDOVER BY TENANT

(i) If Lessee shall hold over after expiration of the Initial Term, or any extension of the Initial Term, such tenancy shall be from month-to-month only upon such terms, covenants, and conditions as set forth herein except for those relating to the term of the Lease. Any such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. However, nothing herein shall be construed as or deemed a waiver of any rights of Landlord to take such action in law or equity as Landlord may have under the provisions of this Lease or otherwise.

E. BANKRUPTCY OF TENANT

(i) If Tenant should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of the Tenant's assets or of this leasehold, and such bankruptcy, insolvency or receivership proceedings not be dismissed within thirty days, then Landlord may, without notice or demand, terminate this Lease and forthwith re-enter and repossess the demised premises and remove all persons, and under no circumstances shall this Lease be assigned or transferred by operation of law.

19. DAMAGE AND DESTRUCTION

Subject to the Insurance provisions contained herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural

defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises as determined in the sole discretion of Landlord, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord may, in its sole discretion, repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant subject to the provisions of this Lease which may permit Landlord to retain such payments. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

20. TITLE

A. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

(i) Foreclosure. In the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and

(ii) Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the Damage and Insurance provisions of this Lease. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this lease, Tenant will attorn to and recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" means a mortgage securing a loan from a bank (commercial or

savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

C. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

21. ATTORNEY'S FEES

In the event of any legal action between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such action agrees to pay to the other party all costs and expenses, including reasonable attorney's fees incurred in prosecuting or defending such action, and if judgment is recovered in such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

22. NOTICES

Any notice required to be given by or to either Landlord or Tenant pursuant to this Lease, shall be in writing and shall be forwarded by certified mail, postage prepaid, addressed as follows:

For Landlord:

Town of Florence
Town Manager
P.O. Box 2670
775 North Main Street
Florence, AZ 85132

For Tenant:

Cody Weagant
Weagant Law Offices, PLC
P. O. Box 2345
Florence, AZ 85132

23. ADDITIONAL ACTS.

The Tenant agrees to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Lease.

24. GOVERNING LAW/JURISDICTION/VENUE.

This Lease shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Any action brought to interpret, enforce, or construe any provision of this Lease shall be commenced and maintained in the Superior Court of the State of Arizona in and for County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County,

Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The Tenant irrevocably consents to jurisdiction and venue in such courts for such purposes and agrees not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph. Should any dispute, misunderstanding, or conflict arise as to the terms or provisions contained in this License, the matter shall first be referred to the Town, and Town shall determine the term or provision's true intent and meaning.

25. NO LIENS.

Tenant shall not create or permit any liens to be placed of record against the Leased Premises.

26. TIME OF ESSENCE.

Time is of the essence of this Lease. The time within which an act must be accomplished, shall be calculated by excluding the first day and including the last day. However, if this Lease requires any act to be done or action to be taken on a date which is a Saturday, Sunday, or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

27. INCORPORATION BY REFERENCE.

All Exhibits to this Lease are fully incorporated herein as though set forth at length herein.

28. SEVERABILITY.

If any provision of this Lease is determined to be unenforceable based on a final, non-appealable order of the Court, the remaining provisions shall nevertheless be kept in effect.

29. NO CONFLICTS OF INTEREST.

Tenant understands and agrees that pursuant to the provisions of A.R.S. 38-511, Landlord may terminate this Lease within one (1) year after execution of the Lease without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, draft or creating the Lease on behalf of the Landlord is or becomes, at any time while the Lease or an extension of the Lease is in effect, an employee of or a consultant to any other party to this Lease with respect to the subject matter of the Lease.

30. CONSTRUCTION.

The terms and provisions of this Lease represent the results of negotiations between the Parties, each of which has been, or has had the opportunity to be, represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Lease shall be incorporated and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Lease and that ambiguities or conflicting terms or provisions contained in this Lease shall be interpreted or construed against the Party whose attorney prepared or drafted the executed Lease or any earlier draft of the same or any of its exhibits.

31. WAIVER.

None of the provisions of this Lease shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Lease shall not be construed as a subsequent breach of same by the other Party.

32. COUNTERPARTS.

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Lease may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

33. LICENSES.

Tenant shall maintain in current status all Federal, State and local licenses and permits required for the Use during the Use Period.

34. NON-EXCLUSIVE REMEDIES.

The rights and remedies of Landlord under this Lease are not exclusive.

35. SURVIVAL.

All warranties, representations and indemnification by Tenant shall survive the completion, expiration, cancellation, abandonment or termination of this Lease.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND
ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin
Tom J. Rankin, Mayor

10/17/2014
Date

ATTEST:

[Signature]
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

[Signature]
Clifford L. Mattee, Town Attorney

TENANT:

Weagant Law Offices PLC, a professional limited liability company

By: [Signature]

Its: Owner

Date: 10/19/16

STATE OF ARIZONA

County of Pinal

)
) ss.
)

On this 19th day of October, 2016, before me, the undersigned Notary Public, personally appeared Carly Weagant, and that as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

(Seal and Expiration Date)

[Signature: Patricia Buchanan]
Notary Public

My Commission Expires:

January 10, 2020

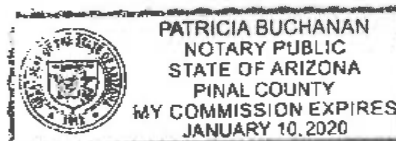


EXHIBIT A

Business Summary

Weagant Law Offices, PLC is a general service law firm operated and managed by Cody N. Weagant. Mr. Weagant has practiced law in Pinal County for over eight years and has concentrated his legal focus on criminal defense, family law and personal injury claims. The Pinal County Superior Court in Florence is the main forum for the firm's representation; however, Mr. Weagant practices in all Pinal County courts and in special circumstances, cases are taken elsewhere around the State of Arizona in both traditional court settings and administrative hearings. Weagant Law Offices, PLC prides itself on providing high quality and efficient legal services with a focus on communication and the results gained for clients.

Over the past eight years in Pinal County, Mr. Weagant sat on the Boys & Girls Clubs of the Casa Grande Valley Board of Directors for four years. For the last two years, Mr. Weagant has volunteered at the Florence Junior Parade Rodeo. Mr. Weagant's prior law firm, for which he was a partner, Wallace, Volkmer & Weagant, PLLC regularly financially supported many non-profit organizations throughout Pinal Count, including, but not limited to: the Vista Grande Boys Basketball Team, the Casa Grande Union Softball Team, the Florence High School Baseball and Football Teams, the Special Olympics, Casa Grande Little League, the Boys & Girls Clubs of the Casa Grande Valley, Ride for the Warrior, Corey Lawton Cancer Foundation, and the Pinal 40. Mr. Weagant's oldest daughter attends Florence K-8 School.

EXHIBIT B

Tenant Modifications

[PLACEHOLDER FOR ALL PERMANENT TENANT MODIFICATIONS]

Addendum to Lease Agreement Dated November 1, 2016

This Addendum is made and entered into as of June 19, 2017 to Lease Agreement dated November 1, 2016, by and between the Town of Florence, Arizona "Landlord" and Weagant Law Offices, PLLC "Tenant".

This Addendum is intended to and shall modify Paragraph 1. Leased Premises of said Lease Agreement, by changing the square footage of the Leased Premises.

Any term or provision of the Lease Agreement which applies to Paragraph 1. Leased Premises shall also apply to this Addendum. This Addendum shall be attached to and incorporated into the Lease Agreement as though fully set forth therein.

Paragraph 1. Leased Premises

For and in consideration of the rent to be paid and of the covenants and agreements of the Tenant as hereinafter set forth, Landlord does hereby lease to Tenant 891 square feet on the first floor, excluding the second floor and basement, of the premises located at 291 North Bailey Street, Florence, Arizona, also known as the Brunenkant Building, and hereinafter referred to as the "Premises", or, the "Leased Premises".

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND
ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum to Lease Agreement as of the day and year first written above.

LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

Tara Walter
Tara Walter, Mayor

June 19, 2017
Date

ATTEST:

[Signature]
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

[Signature]
Clifford L. Mattice, Town Attorney


LESSEE:

Weagant Law Offices, PLLC

By: [Signature]

Its: _____

Date: 6-22-17

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12b.
MEETING DATE: October 1, 2018 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Intergovernmental Agreement under PCSO Contract No. 2018-03: Pinal County Narcotics Task Force		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve Intergovernmental Agreement Number 2018-03, regarding reimbursement of overtime and overtime employee-related expenses incurred due to the Florence Police Department's participation in the Pinal County Narcotics Task Force's Arizona Criminal Justice Commission (ACJC) Grant # DC-19-010.

BACKGROUND/DISCUSSION:

This Intergovernmental Agreement (IGA) will allow for the payment of overtime wages and employee-related expenses (benefits) for one Florence police officer to participate in Pinal County Narcotics Task Force activities. Funding is provided through a grant from the Arizona Criminal Justice Commission to Pinal County and the Town will be reimbursed by Pinal County from the grant funds.

FINANCIAL IMPACT:

The amount available to the Town of Florence is unspecified. The amount of funding available in the Pinal County Narcotics Task Force ACJC grant is \$138,640.

STAFF RECOMMENDATION:

Staff recommends the Town Council approve the IGA to allow for the Police Department's participation in the Pinal County Narcotics Task Force and the reimbursement of applicable overtime wages and benefits from Pinal County under the terms of the ACJC grant.

ATTACHMENTS:

Grant agreement between Pinal County and Town of Florence (ACJC Agreement)
 Grant agreement between Pinal County and ACJC (County-ACJC Agreement)

**INTERGOVERNMENTAL AGREEMENT NUMBER 2018-03 REGARDING
REIMBURSEMENT OF OVERTIME AND OVERTIME EMPLOYEE RELATED
EXPENSES INCURRED DUE TO THE FLORENCE POLICE DEPARTMENT'S
PARTICIPATION IN THE PINAL COUNTY NARCOTICS TASK FORCE'S ACJC
GRANT# DC-19-010**

RECITALS

WHEREAS, on July 25, 2018, the Pinal County Board of Supervisors approved Pinal County's participation in the ACJC Drug, Gang and Violent Crime Control grant award by approving and signing contract number DC-19-010 in the total amount of \$138,640.00, \$48,524.00 in Federal funds, \$55,456.00 in State funds, and \$34,660.00 from PCSO Task Force ARRF/RICO funds and,

WHEREAS, said contract is intended to fund operations of the Pinal County Narcotics Task Force including the Overtime and Overtime Employee Related Expenses incurred by the Florence Police Department during their participation in this program.

WHEREAS, ACJC Contract number DC-19-010, administered by the Pinal County Sheriff's Office, prescribes the scope, terms and duration of the program and is limited to reimbursement of one (1) Florence Police Officer's Task Force approved Overtime, and Employee Related Expenses incurred during the duration of this grant.

WHEREAS, the Florence Police Department is willing to participate in the Pinal County Narcotics Task Force under the terms of ACJC contract number DC-19-010.

Agreement

Florence Police Department agrees as follows:

1. Each Party is authorized to participate in this agreement pursuant to A.R.S. § 11-951 *et seq.*
2. Each party has read and agrees to the terms of ACJC Grant number DC-19-010.
3. This agreement shall terminate on 06/30/2019, or as soon thereafter as ACJC completes reimbursement of eligible expenditures for approved overtime and employee related expenses incurred during this period.
4. Each party shall complete and submit the reports and forms required by ACJC Grant number DC-19-010 and the Pinal County Sheriff's Office designee for program compliance. See below for submission schedule:

Report Period:	Due Date:	Report Period:	Due Date:
July 1 to July 31	August 15	January 1 to January 31	February 15
August 1 to August 31	September 15	February 1 to February 28	March 15
September 1 to September 30	October 15	March 1 to March 31	April 15
October 1 to October 31	November 15	April 1 to April 30	May 15
November 1 to November 30	December 15	May 1 to May 31	June 15
December 1 to December 31	January 15	June 1 to June 30	July 7

Reimbursement requests must include signed time sheets, leave requests and proof of payment.

5. Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance as required by law. Each party shall provide the other with insurance certificates or proof of participation in a Risk and Retention Insurance Pool. No party shall allow its coverage to change, be cancelled, nor fail to renew without giving the other party at least thirty (30) calendar days advance written notice.
6. For the purpose of workers' compensation, an employee of any party to this agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of any other party pursuant to the Agreement shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. §23-1022(D). The primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required by that section.
7. In addition to any insurance coverage required by this Agreement, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this Agreement. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
8. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section 11, the governmental parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to this section, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. The Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

The obligations under this section shall survive the termination of this Agreement.

9. A party may terminate its participation in this the memorandum of understanding by giving the Pinal County Sheriff's Office thirty (30) calendar day's written notice of termination.

The foregoing is approved by the governing body of the local government as evidenced below.

Date

Date

Pinal County by:

Municipality by:

Chairman,
Pinal County Board of Supervisors

Mayor,
Town/City of _____

Attest:

Attest:

Clerk

Clerk

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Deputy Pinal County Attorney

Date

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

City/Town Attorney

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT

AUG 11 2018

ACJC Grant Number DC-19-010
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1st day of June, 2018 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and PINAL COUNTY, through Pinal County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2018 and terminate on June 30, 2019. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Pinal County Sheriff's Office
 PO Box 867
 Florence, Arizona 85232
 Attn: Sheriff Mark Lamb

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$54,318.00
Fringe Benefits (for salaries/overtime)*	\$33,134.00
Overtime	\$51,188.00
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	
TOTAL	\$138,640.00
Positions Funded: Detective (1.00)	
Equipment Type: Not Approved.	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The total matching amount for this award is \$34,660.00. The total to be paid by the COMMISSION under this Agreement shall not exceed \$55,456.00 in State Funds and \$48,524.00 in Federal Funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA). Payment of Federal funds is contingent upon the COMMISSION'S receipt of the FY 2017 Byrne/Justice Assistance Grant (JAG). The COMMISSION may amend this agreement to reflect any additional special conditions imposed by BJA in the FY 2017 Byrne/JAG Federal grant agreement.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this

provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.

Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of

allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.

Link: OJP Financial Guide https://oip.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

i. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

ii. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

iii. The arbitration shall be conducted in Maricopa County.

iv. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the

- commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
- V The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
- VI It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- VII The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
- VIII Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its

departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been

- requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
42. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide.
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2016. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016
<https://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.

Link: *OJP Training Guide Principles for Grantees and Subgrantees*

<https://oip.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2016-DJ-BX-0542 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

54. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities

must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link:

<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFait h>

55. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

56. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
57. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
58. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national

origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

59. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: <http://www.azcjc.gov/grants>

60. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

61. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/about-niem/grant-funding>

62. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

63. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

64. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

65. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification

(PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

66. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
67. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
68. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
69. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
70. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
71. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

73. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
74. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
75. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
76. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
77. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
78. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
79. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
80. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
81. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
6. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
7. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfi.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
8. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

9. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
10. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
11. GRANTEE must submit the following documents within 45 days of award. Failure to submit the required documents will result in a withholding of grant funding. Documents may be emailed to dcadmin@azcjc.gov and originals must be kept at the GRANTEE'S agency.

- a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at: <http://azcjc.gov/drug-gang-violent-crime>
- b. Benchmark Worksheet can be submitted through: <http://acjcreporting.azcjc.gov>
- c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at: <http://acjcreporting.azcjc.gov>

Before the COMMISSION may transmit Federal funds from the FY 2017 Byrne/JAG grant, the GRANTEE must submit the properly executed certifications regarding compliance with 8 U.S.C § 1373.

- d. Certifications and Assurances by the Chief Executive of the Applicant Government. Certification can be obtained at: <https://www.bja.gov/Jag/pdfs/FY2017-Byrne-JAG-ULG-Local.pdf>
- e. Certifications and Assurances by the Chief Legal Officer of the Jurisdiction. Certification can be obtained at: <https://ojp.gov/funding/Explore/pdf/FY17-ByrneJAGSection1373Cert.pdf>
12. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
13. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
14. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

15. GRANTEE agrees that any information technology system developed or supported by funds

will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

16. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

17. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Authorized Official Initials: ML

AUG 13 2018

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

FOR GRANTEE:

Authorized Signatory

7/25/18

Date

Todd House, Chairman

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

07/13/2018

Date

Rodney States, Deputy County Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

ARS 911-201

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Andrew T. LeFevre

8/3/18

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Fire Legal Liability	\$50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$1,000,000

Disease – Each Employee

\$1,000,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**ARIZONA CRIMINAL JUSTICE COMMISSION,
Drug, Gang, and Violent Crime Control
Grant Agreement**

ACJC Grant Number DC 19-010

ATTEST




Natasha Kennedy, Clerk

DATE: 7/25/18

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a), or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.


Signature of Chief Legal Officer of the Jurisdiction

Kent Volkmer
Printed Name of Chief Legal Officer

7/16/18
Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Pinel County Sheriff's Office
Name of Applicant Government Entity (i.e., the applicant to the FY 2017 OJP Program identified below)

FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program
FY 2017 Local Solicitation

Certifications and Assurances
by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 42 U.S.C. § 3752(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (42 U.S.C. §§ 3750-3758); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it "supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.


Signature of Chief Executive of the Applicant Unit of
Local Government

Todd House
Printed Name of Chief Executive

Pinel County Sheriff's Office
Name of Applicant Unit of Local Government

July 25, 2018
Date of Certification

Chairman
Title of Chief Executive

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12c.
MEETING DATE: October 1, 2018 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Town of Florence/Florence Unified School District IGA – Recreation Facilities		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of the Intergovernmental Agreement between the Town of Florence and the Florence Unified School District #1 for joint-use of recreation facilities.

BACKGROUND/DISCUSSION:

This Intergovernmental Agreement (IGA) between the Town and the School District is for joint-use recreation facilities. It allows for both parties to use each other's facilities for academic, recreation or athletic needs.

The previous IGA approved in June 2016 expired inadvertently before either party could renew. The Town and the School District have been operating in good faith while updating this agreement.

The IGA was approved unanimously by the Florence Unified School District Board on September 11, 2018.

A VOTE OF NO WOULD MEAN:

Neither party would be able to utilize each other's facilities without following the standard processes for use of facilities and paying appropriate fees.

A VOTE OF YES WOULD MEAN:

It allows for both parties to use each other's facilities for academic, recreation or athletic needs.

FINANCIAL IMPACT:

The Agreement does not call for either party to compensate each other for use of facilities and all costs to make facilities available are to be included in each party's annual budget.

ATTACHMENTS:

IGA with Florence Unified School District #1
FUSD Board Action Review

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FLORENCE
AND
THE FLORENCE UNIFIED SCHOOL DISTRICT NO. 1**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of October 1, 2018, (the "Effective Date"), by and between the Florence Unified School District No. 1, a political subdivision of the State of Arizona (the "District") and the Town of Florence, an Arizona municipal corporation (the "Town"). District and Town are from time to time referred herein individually as a "party," and collectively as the "parties."

RECITALS

A. A.R.S. §§ 11-951 and 11-952 authorize intergovernmental agreements by and between political subdivisions and political agencies such as the District and the Town. Further, the District is authorized by A.R.S. §§ 15-342(13), 15-363 and 15-364 to enter into intergovernmental Agreements.

B. The Town, from time to time, wishes to utilize District facilities for public meetings and recreational and physical development programs and activities and the District wishes to utilize facilities of the Town for public meetings and recreational and physical development programs and activities.

C. The parties hereto desire to make their respective facilities available for such use by each other as permitted by law and under terms and conditions set forth herein.

D. The parties had entered into a prior Intergovernmental Agreement concerning the joint use of the facilities that are the subject of this Agreement. The March 1, 2016 Intergovernmental Agreement has been terminated and replaced by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the promises and covenants set forth below and to the extent allowed by law, the parties hereby agree as follows:

1. Term: Termination. This Agreement shall be effective as of the Effective Date provided that both governing bodies of the Town and the District have approved this Agreement and shall remain in full force and effect for a period of two years thereafter. This Agreement may thereafter be reviewed and renewed for two additional two-year periods by appropriate act of the respective governing bodies. The parties agree that this Agreement may be terminated by

either party for any reason and without the statement of cause simply upon delivery of written notice of intention to terminate delivered to the other party 90 days prior to the actual date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511. Notwithstanding the foregoing, failure of either Party to provide sufficient funding for carrying out the terms of this Agreement shall serve to terminate this Agreement. The Party unable to financially continue with this Agreement for the second year of the Agreement shall make that information known to the other Party as soon as possible, but not later than the formal adoption of the budget.

2. Joint Use of Facilities. The Town wishes to make the Town Facilities available to the District and the District wishes to make the District Facilities (Exhibit A; attached and incorporated herein) available to the Town, including space upon and within existing properties and buildings as well as that involving new facilities, for reciprocal use for various public purposes including, but not limited to recreational programs, public meetings of councils, boards and commissions, and similar public functions and educational programs. By way of example, the District wishes to make certain physical facilities at Anthem K-8, Florence High School and Florence K-8, and Florence High School known as multipurpose rooms, gymnasiums, football, baseball, softball, and soccer fields, lecture halls, libraries and exterior sport courts and playgrounds, available to the residents of the Town for use during after-school hours, District recesses, District holidays, District vacation days, and on weekends. Similarly, the Town wishes to make certain physical facilities (Exhibit B; attached and incorporated herein) located at the Aquatic Center, Heritage Park, Library and Community Center, and Little League Park available to the use of the District, such as a lighted baseball, softball and soccer fields, control buildings with restrooms, picnic ramadas, multi-purpose rooms, and kitchen facilities.

3. Facility Use: Scheduling. Except as otherwise specifically provided herein, usage of each party's facilities will occur with the mutual consent and agreement of the Town and District; the terms and conditions of such usage may include times, dates, areas and/or buildings to be used, along with specific provisions for the allocation of responsibility for fees, oversight, maintenance, operation and other issues incident to the use of the facilities. The District will submit its one hundred eighty (180) day schedule (District calendar) to Town as soon as reasonably practicable to aid in advance coordination of facility use. However, nothing herein shall be construed to bar the submission of a scheduling request upon shorter notice. The Town will provide to the District its schedule for facilities covered by this Agreement to aid in achieving timely coordination of events scheduled by the Town. The usage schedules for each party's facilities are controlled and/or approved by the Town Manager and the District Superintendent. The Manager and Superintendent will work together to resolve any issues specific to these responsibilities or procedures.

4. Supervision. The Town and the District will provide adequate adult

supervision for any program or activity one party conducts on the other party's premises. The party conducting the activity shall have the sole responsibility for the conduct and control of the program or activity being conducted on the other party's premises.

5. Maintenance. Any facility used by either the Town or the District shall be left in an orderly and clean condition at the conclusion of the activity by the party using the facility. Any damage, other than the normal wear and tear, done to any building or other facility shall be repaired and/or replaced, as appropriate, by the party responsible for the damage.

6. Insurance. The parties hereto agree to secure and maintain insurance coverage for any risks which may arise out of the terms, obligations, operation and actions provided in this Agreement. The parties to this Agreement shall provide to each other a Certificate of Insurance or a Declaration of Self Insurance indicating as a minimum the following coverage:

a. Comprehensive general liability coverage including, but not limited to, blanket contractual liability, personal injury liability and broad form property damage. The minimum amount for such coverage shall be \$1,000,000.00 combined single limit.

b. As to the employees of each of the parties, a Certificate or other evidence indicating that the employees are covered for claims arising out of Workers Compensation as required by the law of the State of Arizona shall be provided by each Party to the other. 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/her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he/she is then working, as provided in 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. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

c. The Certificate of Insurance or Memorandum of Self Insurance shall indicate that the other party is named as "additionally insured" pursuant to the provisions of this Agreement.

7. Indemnity. In addition to the insurance provisions set forth above and to the extent allowed by law, each party hereby also agrees to indemnify and hold harmless the other, including elected officials, officers, administrators or employees from any and all liability resulting from personal injury or death or damage to property of third parties arising out of the use of the facilities, for claims alleging the negligence or intentional acts of the elected officials, officers, administrators or employees of the party which did not sponsor or schedule the

event as to which such claims are made and as to which the indemnifying party was the sponsor or scheduling entity.

8. Annual Budgets. The parties agree and acknowledge that each party has fiscal responsibilities in connection with this Agreement. The governing bodies shall, pursuant to the budget laws of the State of Arizona, make every effort to annually include in their operating budgets sufficient funds for the performance of their mutual obligations contained herein.

9. Dispute Resolution. The parties agree that if there is a dispute as to the terms and conditions of this Agreement, or a dispute as to the terms and conditions or the relative equity of the operation and use of a facility or athletic field, the Superintendent of the School District and the Town Manager shall meet and attempt to resolve any disputes or concerns prior to the matter coming before the Governing Board or Council of the respective bodies.

10. Posting Information. The parties agree that it's in the best interests of both that the exchange and distribution of materials with information for the public regarding respective programs, classes, athletic events, etc. should occur. Therefore, both agree to the posting and/or distribution of information to students and/or the public be provided by either party as may be requested.

11. Each party shall be responsible for any financing required to perform its obligations pursuant to this Agreement, and there shall be no exchange of funds between the parties.

12. The Parties do not contemplate acquisition of any joint property pursuant to this Agreement. Property purchased by either Party deemed necessary by the Party for carrying out the duties of this Agreement shall remain the property of the purchasing Party.

13. Each Party shall retain all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of five (5) years after the completion of this Agreement and to make such documents open to inspection and audit by the other Party at reasonable times.

14. Each Party shall comply with all applicable State and Federal employment laws, rules, and regulations which require that all persons shall have equal access to employment and educational opportunities regardless of protected class, during the term of this Agreement.

15. Pursuant to A.R.S. § 15-341(A)(24)(b), Town shall ensure that any individuals, groups, or organizations using District property or facilities for athletic activities under the terms of this Agreement shall comply with the concussion guidelines and protocols required by law.

16. Each party warrants compliance with A.R.S. §§ 41-4401, 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times. Either Party may request verification of compliance from any contractor or subcontractor performing work under this Agreement.

17. The Town shall warrant and agrees that its employees,

volunteers, contractors and subcontractors will be in compliance with the fingerprinting requirements of A.R.S. § 15-512 throughout the term of this Agreement while directly supervising District students.

18. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

19. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the mandatory contract provisions of state agencies required by statute or executive order.

20. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

21. The persons executing this Agreement on behalf of the parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement.

22. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

PURSUANT TO the provisions of A.R.S. § 11-952(D), this Agreement has been submitted to and approved by the attorney for each of the public agencies who certify that, with respect to their respective clients only, the Agreement is in proper form and it is within the powers and authorities granted under the laws of this State to the School District and Town.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

**FLORENCE UNIFIED
SCHOOL DISTRICT #1**

By: _____

Denise Guenther, President

ATTEST:

By: _____

Steve Johnson, Vice-President

APPROVED AS TO FORM:

By: _____

FUSD Attorney

TOWN OF FLORENCE

By: _____

Tara Walter, Mayor

ATTEST:

By: _____

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

By: _____

Clifford L. Mattice, Town Attorney

EXHIBIT A

Florence Unified School District #1 Joint-Use Recreational Facilities

ANTHEM K-8

2700 N. Anthem Way

Florence, AZ 85132

Classrooms, Gymnasium, Library or other facilities available to support recreation programming

FLORENCE HIGH SCHOOL

1000 S. Main St.

Florence, AZ 85132

Classrooms, Gymnasium, Library or other facilities available to support recreation programming

FLORENCE K-8

460 S. Park St.

Florence, AZ 85132

Classrooms, Gymnasium, Library or other facilities available to support recreation programming

EXHIBIT B

Town of Florence Joint-Use Recreational Facilities

AQUATIC CENTER

174 W. 1st St., Unit 1
Florence, AZ 85132

Competition Pool, Play Pool or other facilities available to support academic or athletic programming.

- Fee-based FUSD programs (i.e. Summer Kids Camp) are subject to applicable admission fees.
- The facility may be used by Florence K-8 and/or Anthem K-8 for open swim one to two (1-2) sessions per school calendar year pending availability of required staffing.
- FUSD interscholastic swim team use is required to have coaches with Safety Training for Swim Coaches (STSC) certification by American Red Cross or equivalent certification.

HERITAGE PARK

600 N. Main St.
Florence, AZ 85132

Ball Field, Soccer/Football Fields or other facilities available to support academic or athletic programming

LIBRARY AND COMMUNITY CENTER

778 N. Main St.
Florence, AZ 85132

Multi-Purpose Rooms or other facilities available to support academic or athletic programming

LITTLE LEAGUE PARK

200 E. 8th St.
Florence, AZ 85132

Ball Field or other facilities available to support academic or athletic programming

PADILLA PARK

77 W. Ruggles St.
Florence, AZ 85132

Performance Pad or other facilities available to support academic or athletic programming



Meeting Date: 9/11/2018 - 5:30 PM

Category: New Business

Type: Action

Subject: 16.11 Intergovernmental Agreement, Town of Florence

Strategic Plans:

Policy:

Enclosure:

File Attachment:  FUSD IGA 2018-R.pdf

This intergovernmental agreement will provide the Town, from time to time, to utilize District facilities for public meetings and recreational and physical development programs and activities and the District to utilize facilities of the Town for public meetings and recreational and physical development programs and activities.

Summary:

Agreement will remain enforce for a period of two years.

The agreement has been reviewed and approved by Candyce B. Pardee, Attorney with Udall Shumway

Funding:

Recommendation I move that the governing board approve the intergovernmental agreement between the Town of Florence and the District as presented.

Recommended By:

Signed By:

Signature

Approvals:

Beverly Myers - Business Manager

Signed By:

Signature


Chris Knutsen - Superintendent

Original Motion

Member **Steve Johnson** Moved, Member **Bob Dailey** seconded to approve the **Original** motion 'I move that the governing board approve the intergovernmental agreement between the Town of Florence and the District as presented.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **2** Nay: **0**.
The motion **CARRIED 2 - 0**

Vote Results:

Bob Dailey Yes
Steve Johnson Yes

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12d.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, Public Works Director SUBJECT: Professional Services Agreement Extension with Wilson & Company, Inc. for General Civil On-Call Engineering Services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Professional Services Agreement Extension with Wilson & Company, Inc., for General Civil On-Call Engineering Services.

BACKGROUND/DISCUSSION:

The purpose of the Professional Services Agreement is to provide the Town with General Civil On-Call Engineering Services. General engineering services will be funded through the task specific budget line items under the Professional Services line item.

General Civil On-Call Engineering Contracts are vital to Public Works completing projects, as defined in the Capital Improvement Plan (CIP), or as projects are identified. Without General Civil On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

A VOTE OF NO WOULD MEAN:

The contract with Wilson & Company, Inc. would expire on October 3, 2018.

A VOTE OF YES WOULD MEAN:

The Town will continue to work with Wilson & Company, Inc. for On-Call Engineer Services until October 3, 2019.

FINANCIAL IMPACT:

The majority of work to be performed will be on budgeted CIP projects. Any additional tasks outside of CIP project will be funded through specific Professional Service line items. The item was originally approved in an amount not to exceed \$500,000. To date the Town of Florence has spent \$47,482.15 with this vendor. There is approximately \$450,000 remaining on the original authorization. Staff is requesting that this amount remain available for the contract extension.

ATTACHMENTS:

Agreement Extension
Professional Service Agreement with Wilson & Company, Inc.
Scope of Work

**TOWN OF FLORENCE
CONTRACT EXTENSION
FOR
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT EXTENSION ("**Contract**"), is made and entered into as of October 1, 2018 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and Wilson & Company, Inc ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, On October 3, 2016 the Town of Florence entered into a contract for On Call engineering services as specified in Exhibit "A", executed contract and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to continue to perform the Services as set forth in Exhibit "B" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 AGREEMENTS

All terms prescribed in the October 3, 2016 agreement remain in full force an effect pursuant to section 3.4 the Town and the Contractor mutually agree to extend the terms of the agreement by one year with the contract expiring October 3, 2019.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this _____ day of _____, 2018.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS FORM:

Clifford L. Mattice, Florence Town Attorney

By: _____
Contractor

By: _____

Name: _____

Its: _____

Exhibit “B”
Scope of Work/Services

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these

services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

**TOWN OF FLORENCE
ON CALL SERVICES CONTRACT**

October THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of ~~September~~ 3, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and **Wilson & Company, Inc., Engineers & Architects** ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for

the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$500,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 TERM, SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

3.2 Termination

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt

of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by

section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "**Services**" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Wilson & Company, Inc., Engineers & Architects
 410 N. 44th Street, Suite 460
 Phoenix, AZ 85008
 Attn: Dan Marum

In the case of Town: Town of Florence
 775 N, Main Street
 PO Box 2670
 Florence, AZ 85132
 Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "**neutral**"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("**ADR**") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles

provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30th. The Town's Council approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by

the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the

agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

6.0 SEVERABILITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this 3 day of October, 2016.

TOWN OF FLORENCE

By: Tom J. Rankin
Tom J. Rankin, Mayor

By: Tom J. Rankin

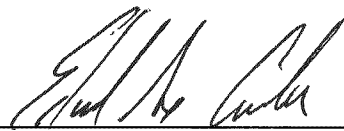
Name: _____

Its: Mayor

ATTEST:


Lisa Garcia, Town Clerk

By: Wilson & Company, Inc
Contractor

By: 

Name: EDWARD CORDOVA

Its: VICE PRESIDENT

Approved as Form:


Clifford Mattice, Florence Town Attorney

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.


The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these

services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12e.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas Public Works Director/Town Engineer SUBJECT: Extension of Professional Services Agreement with T.Y. Lin International, for General Civil On-Call Engineering Services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Professional Services Agreement Extension with T.Y. Lin International, for General Civil On-Call Engineering Services.

BACKGROUND/DISCUSSION:

The purpose of the Professional Services Agreement is to provide the Town with General Civil On-Call Engineering Services. General engineering services will be funded through the task specific budget line items under the Professional Services line item.

General Civil On-Call Engineering Contracts are vital to Public Works completing projects, as defined in the Capital Improvement Plan (CIP), or as projects are identified. Without General Civil On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

A VOTE OF NO WOULD MEAN:

The contract with T.Y. Lin International would expire on October 3, 2018.

A VOTE OF YES WOULD MEAN:

The Town will continue to work with T.Y. Linn International for On-Call Engineer Services until October 3, 2019.

FINANCIAL IMPACT:

The majority of work to be performed will be on budgeted CIP projects. Any additional tasks outside of CIP project will be funded through specific Professional Service line items. The item was originally approved in an amount not to exceed \$500,000. To date the Town of Florence has not used T.Y. Line Internationals services. Staff is requesting the original amount remain available for the contract extension.

ATTACHMENTS:

Extension Agreement
Professional Service Agreement with T.Y. Lin International
Scope of Work

**TOWN OF FLORENCE
CONTRACT EXTENSION
FOR
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT EXTENSION ("**Contract**"), is made and entered into as of October____, 2018 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and T.Y. Lin International ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, On October 3, 2016 the Town of Florence entered into a contract for On Call engineering services as specified in Exhibit "A", executed contract and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to continue to perform the Services as set forth in Exhibit "B" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 AGREEMENTS

All terms prescribed in the October 3, 2016 agreement remain in full force an effect pursuant to section 3.4 the Town and the Contractor mutually agree to extend the terms of the agreement by one year with the contract expiring October 3, 2019.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this ____ day of _____, 2018.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Florence Town Attorney

By: _____
Contractor

By: _____

Name: _____

Its: _____

Exhibit “B”
Scope of Work/Services

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
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the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

**TOWN OF FLORENCE
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of ^{October} ~~September~~ 3, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and TYLIN International ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for

the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$500,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 TERM, SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt

of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by

section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "**Services**" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

TYLIN International
60 East Rio Salado Parkway, Ste 501
Tempe, Arizona 85281
Attn: James Barr, Associate Vice President

In the case of Town:

Town of Florence
775 N. Main Street
PO Box 2670
Florence, AZ 85132
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles

provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30th. The Town's Council approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by

the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the

agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

6.0 SEVERABILITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this 3 day of October, 2016.

TOWN OF FLORENCE

By: Tom J. Rankin
Tom J. Rankin, Mayor

By: Tom J. Rankin

Name: _____

Its: Mayor

ATTEST:

[Signature]
Lisa Garcia, Town Clerk

By: T.Y. LIN INTERNATIONAL
Contractor

By: [Signature]

Name: DANIEL HELLER

Its: VICE PRESIDENT

Approved as Form:

[Signature]
Clifford Mattice, Florence Town Attorney

Exhibit "A"
Scope of Work/Services

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.


The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by

the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12f.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas Public Works Director/Town Engineer SUBJECT: Professional Services Agreement Extension with Water Works Engineers, LLC, for Utility On-Call Engineering Services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Professional Services Agreement Extension with Water Works Engineers, LLC, for Utility On-Call Engineering Services.

BACKGROUND/DISCUSSION:

The purpose of the professional services agreement is to provide the Town with Utility On-Call Engineering Services. Utility engineering services will be funded through the task specific budget line items under the Professional Services line item.

Utility On-Call Engineering Contracts are vital to Public Works completing projects as defined in the Capital Improvement Plan (CIP) or as projects are identified. Without Utility On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

A VOTE OF NO WOULD MEAN:

The contract with Water Works Engineers, LLC would expire on October 3, 2018.

A VOTE OF YES WOULD MEAN:

The Town will continue to work with Water Works Engineers, LLC for On-Call Engineer Services until October 3, 2019.

FINANCIAL IMPACT:

The majority of work to be performed will be on budgeted CIP projects. Any additional tasks outside of CIP project will be funded through specific Professional Service line items. The item was originally approved in an amount not to exceed \$350,000. To date the Town of Florence has spent approximately \$44,000 with this vendor. There is approximate \$306,000 remaining on the original authorization. Staff is requesting that this amount remain available for the contract extension.

ATTACHMENTS:

Agreement Extension
Professional Service Agreement with Water Works Engineers, LLC.
Scope of Work

**TOWN OF FLORENCE
CONTRACT EXTENSION
FOR
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT EXTENSION ("**Contract**"), is made and entered into as of October 1, 2018 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and Water Works Engineers, LLC, ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, On October 3, 2016 the Town of Florence entered into a contract for On Call engineering services as specified in Exhibit "A", executed contract and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to continue to perform the Services as set forth in Exhibit "B" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 AGREEMENTS

All terms prescribed in the October 3, 2016 agreement remain in full force an effect pursuant to section 3.4 the Town and the Contractor mutually agree to extend the terms of the agreement by one year with the contract expiring October 3, 2019.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this _____ day of _____, 2018.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Florence Town Attorney

By: _____
Contractor

By: _____

Name: _____

Its: _____

Exhibit “B”
Scope of Work/Services

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by

the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

**TOWN OF FLORENCE
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("Contract"), is made and entered into as of ~~August 3~~ ^{October 3}, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("Town"), and Water Works Engineers, LLC ("Contractor"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order.

Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, shall not exceed \$500,000.00.

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 TERM, SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town

terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of

this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town

will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this

Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Water Works Engineers, LLC
7580 N. Dobson Rd., Suite 200
Scottsdale AZ 85256
 Attn: John Matta

In the case of Town:

Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule

and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of the Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30th. The Town's Council approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would

otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents,

representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self- insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self- insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self -insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited

to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

6.0 SEVERABILITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this 3 day of October, 2016.

TOWN OF FLORENCE

By: Tom J. Rankin
Tom J. Rankin, Mayor

By: John Matta
Name: John Matta
Its: Manager

ATTEST:

Lisa Garcia
Lisa Garcia, Town Clerk

By: _____
Contractor

By: _____

Name: _____

Its: _____

Approved as Form:


Clifford Mattice, Florence Town Attorney

Exhibit

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.


The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these

services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12g.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas Public Works Director/Town Engineer SUBJECT: Extension of Professional Services Agreement with EPS Group for Civil On-Call Engineering Services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Professional Services Agreement Extension with EPS Group, Inc., for General Civil On-Call Engineering Services.

BACKGROUND/DISCUSSION:

The purpose of the professional services agreement is to provide the Town with General Civil On-Call Engineering Services. General engineering services will be funded through the task specific budget line items under the Professional Services line item.

General Civil On-Call Engineering Contracts are vital to Public Works completing projects, as defined in the Capital Improvement Plan (CIP), or as projects are identified. Without General Civil On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP, or under the Professional Services line item as needed.

A VOTE OF NO WOULD MEAN:

The contract with EPS Group would expire on October 3, 2018.

A VOTE OF YES WOULD MEAN:

The Town will continue to work with EPS Group for On-Call Engineer Services until October 3, 2019.

FINANCIAL IMPACT:

The majority of work to be performed will be on budgeted CIP projects. Any additional tasks outside of CIP project will be funded through specific Professional Service line items. The item was originally approved in an amount not to exceed \$500,000. To date the Town of Florence has spent \$5,000 with this vendor. There is approximate \$488,000 remaining on the original authorization. Staff is requesting that this amount remain available for the contract extension.

ATTACHMENTS:

Agreement Extension
Professional Service Agreement.
Scope of Work

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

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Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

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 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
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 - h. Obtaining all permits.
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 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
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the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
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- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

**TOWN OF FLORENCE
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("Contract"), is made and entered into as of October-September 3, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("Town"), and EPS GROUP, INC. ("Contractor"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for

the engineering services which will be defined and further described as to specific project requirements in each Task Order. Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$500,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 TERM, SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

3.2 Termination

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt

of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by

section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "**Services**" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

EPS GROUP, INC.
2045 S. VINEYARD STE. 101
MESA, AZ 85210
Attn: ELIJAH WILLIAMS

In the case of Town:

Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles

provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30th. The Town's Council approves all budget requests. If a specific funding request is not approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by

the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the

agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting Insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

6.0 SEVERABILITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this 3 day of October, 2016.

TOWN OF FLORENCE

By: Tom J. Rankin
Tom J. Rankin, Mayor

By: Tom J. Rankin

Name: _____

Its: Mayor

ATTEST:

[Signature]
Lisa Garcia, Town Clerk

By: EPS GROUP, INC.
Contractor

By: Elijah Williams

Name: ELIJAH WILLIAMS

Its: PRESIDENT

Approved as Form:

[Signature]
Clifford Mattice, Florence Town Attorney

Exhibit "A"
Scope of Work/Services

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.


The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by

the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12h.
MEETING DATE: October 1, 2018 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Duane Noack Resignation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Accept the resignation of Duane Noack from the Arts and Culture Commission.

BACKGROUND/DISCUSSION:

Ms. Noack was initially appointed to the Arts and Culture Commission on April 3, 2017, with a term to expire December 31, 2019. Due to health reasons, Commissioner Noack has tendered her letter of resignation effective September 1, 2018. The vacated seat will remain open until filled. Staff will advertise and collect applications for the open seat.

A VOTE OF NO WOULD MEAN:

N/A

A VOTE OF YES WOULD MEAN:

N/A

FINANCIAL IMPACT:

Minimal cost will be expended for advertisement in the local newspaper.

ATTACHMENTS:

Letter of Resignation

Maria Hernandez

From: Bryan Hughes
Sent: Monday, September 10, 2018 4:26 PM
To: Lisa Garcia
Cc: Maria Hernandez; Teresa Graciano
Subject: FW: Resignation documentation

FYI. There are now two vacancies.

From: DUANE NOACK <duanoa@gmail.com>
Sent: Monday, September 10, 2018 4:22 PM
To: Bryan Hughes <Bryan.Hughes@florenceaz.gov>
Subject: Resignation documentation

This letter is to announce that I am formally resigning from the arts and culture committee due to health reasons.

This resignation will be effective the first day of September 2018

Duane Noack

Arts and Culture Commission

(3 Year Term)

Meets the Second Thursday of the month at 3:00 pm at Florence
Community Center, Ruggles #1 Room - 778 N. Main Street, Florence AZ
5 members

Chair

Ann Rankin

P O Box 1471
351 W. Poston Butte Loop
Florence, AZ 85132
Home: 520- 868-9528
Cell: 520-705-2469
strawpad@cox.net
Appointed: 1/22/2018
Expires: 12/31/2020

Vice-Chair

Duane Noack

Vacant
Appointed
Expires: 12/31/2019

Vacant

Appointed:
Expires: 12/31/2019

Doris Hagemann

3607 N. North Dakota Ave.
Florence, AZ 85132
Home: 520-868-8758
hagemannnd@centurylink.net
Appointed 1/18/17
Expires: 12/31/2019

Ed Curran

P O Box 1734
495 N. Warner
Florence, AZ 85132
Home: 520-483-6694
Email: motodepowick@yahoo.com
Appointed: 11/22/2018
Expires: 12/31/2020


Council Liaison:

Councilmember Bill Hawkins

130 Campbell Road
P O Box 1378
Florence, AZ 85132
Cell: 520-705-1601

Staff Liaison:

Bryan Hughes
P o Box 2670
Florence AZ 85132
Phone: (520) 868-7582
Email: bryan.hughes@florenceaz.gov

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12i.
MEETING DATE: October 1, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Intergovernmental Agreement (IGA) with the City of Phoenix regarding the Phoenix Business Intelligence System		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorizing the Town Manager to enter into an Intergovernmental Agreement with the City of Phoenix or use of the Phoenix Business Intelligence System.

BACKGROUND/DISCUSSION:

In July 2015, the Arizona Department of Revenue (DOR) and the Town executed a Memorandum of Understanding that requires the local municipal transaction privilege and affiliated excise taxes to be collected and administered by the DOR. The Town was also directed to enter into an Intergovernmental Agreement (IGA) with DOR to establish a uniform method of administration, collection, audit, and licensing. The Town is also required to pay fees to DOR for the collection of taxes and the administration of the program.

Even though DOR is administering the program, Town staff can assist in the process, which will benefit tax payers and the Town's tax collections. Town staff seeks to educate tax payers and to assist them in paying the correct tax rates. Town staff also allocates tax revenue based upon direction from the Town Council; for example, the allocation of the Food Tax revenue.

The data that allows staff to allocate tax revenue and audit of tax payers is enormous. Due to its size and complexity, staff must dedicate many hours each month to work through the data. Due to the complexity, some municipalities have whole staff positions

dedicated to analyzing the data while others hire contractors to analyze the data for the municipality.

The City of Phoenix has created an alternative solution: Phoenix Business Intelligence system (PBI). This system gathers the data and formulates the data into reports that are easily processed and analyzed. Staff anticipates that PBI will save enough in staff hours to cover the start-up and annual cost. Staff also anticipates that PBI will improve tax collections. Staff anticipates that PBI will assist staff in recognizing businesses that are paying incorrect tax rates and businesses that are paying the incorrect municipality.

If it is determined that PBI is not saving time or improving the Town's tax collection, then the Finance Department will request that the contract end.

It is important to note that the tax data is proprietary. Only two Town of Florence staff members are authorized to access and review the data. DOR closely monitors who has access to the data and how it is used. Staff has confirmed that DOR authorizes the City of Phoenix to access the data for the Town of Florence.

A VOTE OF NO WOULD MEAN:

Staff will maintain its current method for managing the tax data.

A VOTE OF YES WOULD MEAN:

The Town would execute the IGA with the City of Phoenix and began utilizing PBI to analyze the tax data.

FINANCIAL IMPACT:

The cost of PBI is based upon the Town's population. The initial cost will be \$2,000 and the annual cost will be \$375. If the Town's population changes, then the annual cost would be impacted. These costs have been budgeted in the Finance Department: 010-505-323 and 010-505- 420.

ATTACHMENTS:

IGA with the City of Phoenix

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FLORENCE
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into this _____ day of _____, 2018, pursuant to Arizona Revised Statutes (ARS) §11-952, between the **TOWN OF FLORENCE** acting by and through its city council and the **CITY OF PHOENIX (“PHOENIX”)**, acting by and through its City Council. ARS. §42-6001 establishes that the Arizona Department of Revenue (DOR) will collect and administer municipal privilege, transaction and use taxes (“Taxes”) for all Arizona cities and towns. As part of their administration of the Taxes, DOR shall provide each city or town access to data covering the amount of Taxes reported and the amount of Taxes distributed to that specific city and town. The purpose of this Agreement is to provide PHOENIX the mechanism to allow other cities and towns to cooperatively use the PHOENIX hosted and developed municipal tax dashboards on the PHOENIX Business Intelligence system (“System”).

RECITALS

1. TOWN OF FLORENCE is authorized by the Town Manager, and the FLORENCE Tax Code Section Sec. 8A-510 to enter into this Agreement.
2. PHOENIX is authorized by City Charter, Chapter 2, Section 2, and PHOENIX Tax Code Sec. 14-510 to enter into this Agreement.
3. This Agreement establishes the structure whereby other cities and towns access

the System, reimburse PHOENIX for its cost of investment in the System, and share the costs of future continued cooperative use of the System. THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

I. SCOPE OF AGREEMENT

1. System is already in place with dashboards providing municipal tax data furnished by DOR.

2. FLORENCE agrees that PHOENIX will maintain and administer the System.

3. PHOENIX will provide System availability during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays.

4. External users will have a City of Phoenix Active Directory account created for access to the dashboards. This requires that external users have the appropriate background checks from their organizations that meet or exceed screening requirements established by ARS §41-4401.

5. Support services will be provided via telephone helpline during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays. Users will report system errors to Support Services.

6. Outages due to scheduled or emergency network, software and/or hardware maintenance will be broadcast to authorized users when possible in advance via email. All reasonable attempts will be made to get the System diagnosed and operational within twenty-four (24) hours.

7. PHOENIX will allow FLORENCE to only use System to access FLORENCE Taxes data supplied by DOR.

8. FLORENCE will be billed by and shall reimburse PHOENIX, in advance of its access to FLORENCE data, the sum of \$2,000.00 as its share of the cost for the System.

9. FLORENCE will be billed \$375.00 annually as its share for the operational cost of cooperative used of the System, which shall be due thirty (30) days from the invoice date.

10. All activities relating to the provisions set forth in this Agreement are to be coordinated between the municipal tax officers or their designees.

11. Any failure of the System resulting from negligence by FLORENCE is a breach this Agreement.

12. Municipal tax data hosted by PHOENIX and presented in the System is confidential information and may not be distributed or copied except as permitted by ARS §42-2003. The data sources are furnished by the DOR and are considered confidential information as defined in ARS §42-2001. PHOENIX does not control and cannot guarantee the relevance, timeliness, or accuracy of this data and provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of furnished data. Sample data types include, but may not be limited to:

Reports	Description
New License Report	Demographic information about taxpayers that have completed a Joint Tax Application with DOR, that have a location or expect to have taxable activity within that city/town.
License Update Report	Demographic information for Taxpayers that have had a change made to their account and have a location or have that city's/town's region code on their profile.
City Payment Journal	Detailed information about money that is distributed to

Detail Report	the city/town, including the taxpayer, business code and period covered for each distribution.
No Money Report	Detailed information about a taxpayer that has filed a net zero return for that city/town or has not paid any money for the return for the period covered by GL Accounting month.
Deduction Report	Detailed information about deductions that taxpayers have taken for activity within the city/town. The report will reflect the deductions taken for each location and each business code for the city.
Fund Distribution Report	Detailed information about money that is distributed to the city/town at the Fund Level, including the taxpayer, location code, business code and tax period covered for each distribution.

13. The System supports five TPT Simplification dashboards listed below:

	Dashboard Description
Centralized Payment Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town (City Payment Journal Detail from DOR) by DOR, including the taxpayer, business code and tax period covered for each distribution.
Centralized License Analysis	This dashboard provides visualization and detailed demographic information (License Update Report and New License Report from DOR) for taxpayers that have a taxable location in Arizona.
Centralized Fund Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town at the Fund Level (Fund Distribution Report from DOR), including the taxpayer, location code, business code and period covered for each distribution.
Centralized Deduction Analysis	This dashboard provides visualization and detailed information about deductions (Deduction Report from DOR) that taxpayers have taken on their returns. The report reflects deductions taken for each location and each business code by jurisdiction.
Centralized No Payment Analysis	This dashboard provides visualization and detailed information about a) taxpayers that have filed a no activity/zero return b) taxpayers that have not filed a return for a location for a city and c) taxpayers that have filed a return but failed to remit payment. The source is the No Money Report from DOR.

14. The System supports the three user security models listed below. Each

subscribing city/town will select one of the three security profiles below for each user that they designate for System access. FLORENCE acknowledges that each individual user should be assigned the lowest level of security needed depending on their job duties. FLORENCE also acknowledges that information obtained from DOR, and displayed by Phoenix, is confidential information and may only be disclosed as authorized by ARS§ 42-2003. Should PHOENIX become aware of unauthorized use or disclosure of confidential information, all users shall be revoked and this agreement shall terminate upon notice to FLORENCE.

Security Model	Security Model Description
Restricted	This role for management staff allows access to the summary level data view for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Mid-Level	This role for accounting staff allows access to the summary and detail level data views for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Full Access	This role for audit/enforcement/supervisory user staff allows access to the summary and detail level data views for financial dashboards (Centralized Fund Analysis) for the user's jurisdiction and access to the Centralized Payment Analysis, Centralized License Analysis, Centralized Deduction Analysis, and No Payment Analysis dashboards for any jurisdiction, subject to pre-existing limitations outside of this Agreement.

II. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective on the date of execution and shall continue in full force and effect until it is terminated either by mutual agreement of the parties or by either party giving the other at least thirty (30) calendar days advance written

notice of termination of the Agreement, which notice shall specify the date of termination.

2. FLORENCE or PHOENIX may cancel this Agreement at any time without penalty or further obligation. No pro-rata refund will be returned.

3. This Agreement is subject to the cancellation provisions of ARS §38-511.

4. Cancellation pursuant to either Paragraphs 2 or 3 above shall be effective when written notice from the chief executive officer of one city/town is received by the other party to this Agreement, unless the notice specifies a later time.

5. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) whether direct or indirect (hereinafter collectively referred to as "Claims") arising out of System use, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. FLORENCE and PHOENIX both have an intergovernmental agreement with the State of Arizona whereby each obtains taxpayer information from the State subject to the conditions set forth in the intergovernmental agreement, including those pertaining to confidentiality as defined in ARS §42-2001, and that confidential information may not be disclosed except as provided by statute, ARS §42-2001(B). To the extent that information being utilized by FLORENCE and hosted by PHOENIX may have been obtained initially from the State, each agrees to abide by the terms and conditions set forth in their respective intergovernmental agreements with the State of Arizona.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

TOWN OF FLORENCE
Attn: Finance Director
P.O. Box 2670
Florence, AZ 85132

CITY OF PHOENIX
Finance Department, Tax Division
Attn: Tax Administrator
251 W. Washington Street, 9th Floor
Phoenix, AZ 85003

8. This Agreement contains the entire understanding between the parties, and no statements, promises or inducements made by either party, their agents or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each party hereto.

9. The failure to exercise any right, power or privilege under this Agreement shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

10. In the event that any provision, or any portion of any provision, of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision which can be given effect without the invalid provision and to this end the provisions of this Agreement shall be deemed to be severable.

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

CITY OF PHOENIX
a municipal corporation

ED ZUERCHER, City Manager

By _____
ED ZUERCHER

ATTEST:

City Clerk

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF PHOENIX

City Attorney

TOWN OF FLORENCE
a municipal corporation

BRENT BILLINGSLEY, City Manager


By _____
BRENT BILLINGSLEY

ATTEST:

Town Clerk

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE TOWN OF
FLORENCE

Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 12j.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works STAFF PRESENTER: Christopher A. Salas, Public Works Director/Town Engineer SUBJECT: Contract with Fairfield Service Company of Indiana LLC for service technician, evaluation, rehabilitation and repair of the Fairfield Service Company Climber Screen.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval to contract with Fairfield Service Company of Indiana LLC, in an amount not to exceed \$50,000, for service technician, evaluation, rehabilitation and repair of the Fairfield Service Company Climber Screen.

BACKGROUND/DISCUSSION:

Modification of critical areas within the South Wastewater Treatment Plant (SWWTP) is needed in order to meet Federal and State Regulations as well as provide increased efficiency and sustainability for the Town.

The current primary headworks assembly is in need of repair as well as upgrading. The headworks assembly needs new guides, bearings, and other associated hardware. A complete list of the maintenance items is listed in the detailed quote attached. While regular maintenance is a priority, over time equipment eventually wears out and needs replacing to work correctly.

As part of this project the speed of the apparatus needs to be increased. Currently the rake assembly operates at a speed of approximately 20-ft./min. with a 2-horsepower drive assembly motor. The requested 3-horsepower motor would increase the operating speed to approximately 35-ft./min. During events when the SWWTP is receiving high volumes of flow, the speed of the rake assembly is paramount in avoiding blinding (plugging) of the screen. When the screen blinds, the plant can no longer receive flows and the system will back up and eventually overflow. It is paramount these modifications are completed in order to mitigate the possibility of overflows.

A VOTE OF NO WOULD MEAN:

The Climber screen is in need of this repair and, if there is a delay, there could be issues that arise in the near future.

A VOTE OF YES WOULD MEAN:

A vote of yes would allow the Town to move forward on the project.

FINANCIAL IMPACT:

The contract with Fairfield Service Company of Indiana shall not exceed \$50,000.

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

Exhibit 1 – Scope of Work

Exhibit 2 – Approved Sole Source

TOWN OF FLORENCE SOLE SOURCE / EMERGENCY PURCHASE JUSTIFICATION

Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The Department Director shall submit this form for approval before procuring materials or services. In cases of emergency, post submittal is required.

Vendor Name: FAIRFIELD SERVICE COMPANY OF INDIANA, LLC	Date: 25-Sep-18
Commodity (general description): CIP SU-87 SWWTP IMPROVEMENT MODIFICATIONS - FAIRFIELD SERVICE COMPANY CLIMBER SCREEN REHABILITATION	
Dollar Amount:	50,000.00 (If over \$25,000, must go to Town Council for approval)
Account Number:	052-575-507
Account Description: IMPROVEMENTS OTHER THAN BUILDINGS	

SOLE SOURCE

Check all entries that apply:

- ☒ Purchase Request is made to the original manufacturer or provider; There are no regional distributors.
- ☐ Purchase Request is made to the only area distributor of the original manufacturer or provider.
- ☒ This is the only known item that will meet the specialized needs of the department or perform the intended functions.
- ☒ Parts/equipment are not interchangeable with similar parts of another manufacturer.
- ☐ Parts/equipment are required from this vendor to provide standardization.
- ☐ The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.
- ☐ None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum.

EMERGENCY

Check all entries that apply. At least two of the following conditions must be met:

- ☐ Human life is in danger
- ☐ A natural disaster or act of God requires immediate action.
- ☐ An unanticipated circumstance poses a threat to city property.
- ☐ A situation exists where work on a specific project will stop or be adversely affected unless immediate

JUSTIFICATION:

Fairfield Service Company of Indiana, LLC is the manufacturer of the Fairfield Service Company Climber Screen. Because of the expense to have a Service Technician travel and evaluate the screen, a blanket not to exceeds amount of \$50,000 is being requested.

On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated above.

Signature of Department Director: _____

Date: 9/25/18

Review by Finance Director: _____

Date: 9/26/18

Approved by Town Manager: _____

Date: 9/26/18

EXHIBIT E: Back up documentation

From: Christopher Salas
Sent: Tuesday, September 25, 2018 10:15 AM
To: Susan Jonas <Susan.Jonas@florenceaz.gov>
Subject: Quote for Fairfield motor, use this for now

Below are the responses to the items requested in our conference call this past Tuesday including the budgetary price for the screen cover:

1. The price for providing a new 3 HP drive assembly to replace the existing 2 HP unit would be \$6,500.00. This is materials only, no installation included.
2. With the 3 HP drive assembly the rake would travel at a rate of 30 – 35 ft./min.
3. The price for our Service Technician to visit the site to evaluate the existing screen and determine what components should be replaced for reconditioning the screen would be \$1,200.00 per/day (8 hours) plus travel and living expenses billed at actual plus 15%.
4. The price to supply a new replacement bar rack with 1/4" bar spacing and a replacement rake plate with teeth spaced for the 1/4" spacing would be \$15,800.00.
5. To accommodate the utilization of a remote PLC and the use of ultrasonic level sensors the existing panel would need to have some wiring changes made. This should be able to be accomplished in the existing panel, however due to the age of the panel we would recommend that a replacement panel be provided designed specifically for the new operating conditions. A new panel would cost approximately \$9,800.00.
6. The budgetary price for providing a cover for the existing screen would be approximately \$33,000.00 for 304 SS and approximately \$37,000.00 for 316 SS. This would be 12 gauge covers with 14 gauge inspection doors and would cover the screen from the operating floor to the top of the screen.
7. In our phone conversation we discussed a budget price of approximately \$23,000.00 to \$25,000.00 for rehabilitation of the existing screen. I identified the following components as being included in this budget price:
 - a. Motor & Gear Reducer (2 HP)
 - b. Bearing Cartridges
 - c. Cog wheels
 - d. Compression Springs
 - e. Threaded Rod for Compression Springs
 - f. Follower Shaft
 - g. PMAA-20 & 21 Rollers and Bushings
 - h. Wiper Blade
 - i. Guide Track with Fasteners for Roller and Bushings
 - j. Shock Absorbers

I believe these were all of the items that were requested, however if there are additional items that I have missed please let me know. Please forward this information to the appropriate people. Thanks.

Best Regards,

Jim

James Carroll

National Sales Manager

Mob: 219-229-3545

Email: carrollj@fairfieldservice.com

Web: www.fairfieldservice.com

FAIRFIELD

FAIRFIELD SERVICE COMPANY OF INDIANA, LLC

1401 KENTUCKY STREET, MICHIGAN CITY, IN 46360

Phone: 219-872-3000 x107

Fax: 219-872-4327

Order No.: 2032

QUOTE

F.S.C.I. Quote No.:

238Q18081001

TO:

Public Works Department
Wastewater Division
Florence, AZ

Date: August 10, 2018

Ph. No: 520-868-8328

Fax No:

E-MAIL: Jason.Joynes@florenceaz.gov

Quantity	Item	Description	Unit Cost	Extension
1	ea	K-16BR, Wiper Blade	\$179.90	\$179.90
1	set(2ea)	K-22AR, Pin Rack Assemblies	\$22,579.40	\$22,579.40
		Includes:		
4	ea	Side Bars, 1 3/4 x 1/4 x 12'-0 1/8" Long, 304 St.Stl.		
4	ea	Side Bars, 1 3/4 x 1/4 x 11'-4 5/8" Long, 304 St.Stl.		
374	ea	Bushings		
374	ea	Rollers		
322	ea	MB 7/16 Dia. x 2-1/2" Long		
40	ea	MB 7/16 Dia. x 5-1/4" Long		
12	ea	MB 7/16 Dia. x 2-3/4" Long		
374	ea	Deformation Lock Nuts		
		Est. Shipping and Handling		\$1,706.95
		Terms: 30 days net Freight Terms: FOB Destination, Prepay and Add Delivery lead time: 4-6 weeks to ship ARO		
FAIRFIELD SERVICE CO. OF INDIANA, LLC			TOTAL	\$24,466.25

JOB # 80-31238

FAIRFIELD SERVICE COMPANY OF INDIANA, LLC

FAIRFIELD

1401 KENTUCKY AVENUE, MICHIGAN CITY, IN 46360

PHONE: 219-872-3000

FAX: 219-872-4327

January 4, 2018

Town of Florence
Attn: Jason Joynes

Mr. Joynes,

As requested by our Sales Representative, Jeff Pals of Hennesy Mechanical, I am writing to provide our field service/equipment inspection prices for having our service tech visit the Florence WWTP to inspect and determine what parts are required to rehab the existing Fairfield Service Company Climber Screen. The price for this service is as follows:

- \$1,200.00 per day (8 hours) plus travel and living expenses billed at actual plus 15%

Please let me know if you have any questions or would like to schedule a time for our service technician to visit your plant.

Respectfully,

James E. Carroll
National Sales Manager
Fairfield Service Company

Town of Florence Summary of Warrants Paid As of August 2018	
Source	Amount
Checks	1,441,719.80
AFLAC payment	4,798.72
AMEX fees	195.21
Arizona State Retirement System Payments	138,886.04
Assignments and Fees	8,407.75
August Sales Tax Payment to Department of Revenue	25,890.73
FICA	187,190.87
Installment payments to Pulte for CFD1 Area 4, 6 & 7 and CFD2 Area 5 & 6	827,774.00
Life Insurance Premium	4,422.30
Payroll Direct Deposits	447,673.16
Payments to Infinisource	9,483.61
Payments to Nationwide	15,497.97
Payments to Paymentech	1,913.68
Payments to Xpress Bill Pay	1,413.92
Pinal County Federal Credit Union	5,013.58
Payments to Securian- Volunteer Fireman Pension Fund	1,211.22
Payroll Payments to SWT	25,001.70
Payments to United Healthcare	211,120.75
Wells Fargo Administration Fee	1,429.32
Electronic Payments	1,917,324.53
Total Warrants	3,359,044.33

GL Account	Check #	Check Date	Merchant Name	Description	Amount
Utility Clearing					
10160000	111165	8/9/2018	2nd Temp	REFUND OVERPAYMENT	17.33
10160000	111169	8/17/2018	2nd Temp	WATER OVERPAYMENT	21.83
10160000	111212	8/17/2018	2nd Temp	REFUND OVERPAYMENT	118.67
10160000	111236	8/17/2018	2nd Temp	WATER OVERPAYMENT	124.86
10160000	111323	8/31/2018	2nd Temp	Water OVERPAYMENT	175.78
10160000	111458	9/14/2018	2nd Temp	Water OVER PAYMENT	39.23
Accrued Accounts Payable- These transactions were in transition between fiscal years					
10201500	111005	8/2/2018	American Fire Equipment Sales and	Fire Extinguisher Inspection Services	87.55
10201500	111005	8/2/2018	American Fire Equipment Sales and	Fire Extinguisher Inspection Services	313.2
10201500	111005	8/2/2018	American Fire Equipment Sales and	Fire Extinguisher Inspection Services	400.75
10201500	111009	8/2/2018	ARIZONA CORRECTIONAL INDUSTRIES	Impound Forms, Hearing Forms for OPS	428.43
10201500	111020	8/2/2018	Desert Appliance Repair	SERVICE CALL REFRIG - STATION 2	276
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	15.66
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	29.2
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	37.68
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	81.88
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	242.4
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	316.35
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	417.46
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	465.14
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	1,305.33
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	1,482.71
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	1,856.51

10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	1,858.35
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	2,303.66
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	2,618.06
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	3,182.43
10201500	111024	8/2/2018	Ferguson Waterworks	Blanket: Misc. Waterline Parts for Repairs & Maint.	4,392.30
10201500	111025	8/2/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies for WWTP's	10.48
10201500	111025	8/2/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies for WWTP's	11.11
10201500	111025	8/2/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies for WWTP's	24.49
10201500	111025	8/2/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies for WWTP's	25
10201500	111025	8/2/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies for WWTP's	27.5
10201500	111025	8/2/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies for WWTP's	57.3
10201500	111025	8/2/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies for WWTP's	106.87
10201500	111027	8/2/2018	Gammage & Burnham	Legal services: Expert Witness	4,610.00
10201500	111029	8/2/2018	Gust Rosenfeld P.L.C.	Legal Services: Environmental Appeals	5,814.36
10201500	111033	8/2/2018	James Cooke & Hobson Inc	SmartCover Systems parts, equipment, & labor	12,619.32
10201500	111042	8/2/2018	LEXIS NEXIS	legal research June 2018	212.33
10201500	111050	8/2/2018	Ninyo & Moore	Materials Testing FG Phase 4 - T-08	4,975.25
10201500	111050	8/2/2018	Ninyo & Moore	Materials Testing FG Phase 5 - T-09	4,975.25
10201500	111054	8/2/2018	Pollardwater	Replacement Aerator for NWWTP	72.85
10201500	111054	8/2/2018	Pollardwater	Replacement Aerator for NWWTP	350.19
10201500	111054	8/2/2018	Pollardwater	Blanket: Misc. Operating Supplies for WWRF's	1,031.13
10201500	111054	8/2/2018	Pollardwater	Blanket: Misc. Operating Supplies for WWRF's	1,200.00
10201500	111055	8/2/2018	RIGHT AWAY DISPOSAL	July Institutional Billing	6,962.00

10201500	111058	8/2/2018	SOLENIS LLC	Blanket: Polymer needed for Belt Presses at WWTP's	567.9
10201500	111058	8/2/2018	SOLENIS LLC	Additional amount owed for Polymer billed on	1,145.93
10201500	111058	8/2/2018	SOLENIS LLC	Inv 131296601; FY17/18	1,145.93
10201500	111058	8/2/2018	SOLENIS LLC	Blanket: Polymer needed for Belt Presses at WWTP's	1,165.81
10201500	111066	8/2/2018	WATER SHED	Drinking water pm staff	13.16
10201500	111066	8/2/2018	WATER SHED	Drinking water rec staff	13.16
10201500	111066	8/2/2018	WATER SHED	Drinking water pool staff	46.07
10201500	111067	8/2/2018	Western Environmental Equipment Co.	Parts needed for pista grit at SWWTP	3,451.40
10201500	111068	8/2/2018	ZUMAR, IND.	BLANKET P.O. FOR ST. SIGNAGE Maricopa Co. S-14105-C	1,072.13
10201500	111068	8/2/2018	ZUMAR, IND.	BLANKET P.O. FOR ST. SIGNAGE Maricopa Co. S-14105-C	7,909.46
10201500	111092	8/9/2018	Casa Grande Pumping Svc. Inc	Sludge Hauling June 2018	2,300.00
10201500	111095	8/9/2018	CENTURYLINK	FIRE ALARM SYSTEM-0236	51.73
10201500	111095	8/9/2018	CENTURYLINK	McFarland FIRE ALARM-8030	51.73
10201500	111095	8/9/2018	CENTURYLINK	NWWTP-2394	56.41
10201500	111095	8/9/2018	CENTURYLINK	Tn Main Line-7500	84.5
10201500	111095	8/9/2018	CENTURYLINK	291 N. BAILEY-8933	148.79
10201500	111095	8/9/2018	CENTURYLINK	SILVER KING ALARM-0705	154.3
10201500	111095	8/9/2018	CENTURYLINK	WATER/WW-0246	162.05
10201500	111095	8/9/2018	CENTURYLINK	2035 HUNG HWY-7347	211.6
10201500	111095	8/9/2018	CENTURYLINK	PRKS/REC-0265	304.12
10201500	111095	8/9/2018	CENTURYLINK	POLICE (911)-9627	310.38
10201500	111101	8/9/2018	COX BUSINESS	digital adapter-mthly fees & 1 svc chg	33.54
10201500	111101	8/9/2018	COX BUSINESS	Monthly Internet	688
10201500	111106	8/9/2018	E & JC Heating & Cooling LLC	SOLE SOURCE - SENIOR CENTER A/C	5,584.32
10201500	111109	8/9/2018	Ferguson Waterworks	BLANKET: WATER PARTS	216
10201500	111109	8/9/2018	Ferguson Waterworks	BLANKET: WATER PARTS	622.35
10201500	111109	8/9/2018	Ferguson Waterworks	BLANKET: WATER PARTS	860.78
10201500	111109	8/9/2018	Ferguson Waterworks	BLANKET: WATER PARTS	931.72
10201500	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Blanket PO for Operating Supplies	11.55
10201500	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Blanket PO for Operating Supplies	14.65

10201500	111114	8/9/2018	Geuther Electrical LLC	Additional amount owed	569.63
10201500	111132	8/9/2018	OFFICE DEPOT INC	FOOT STOOL CHROME	173.3
10201500	111135	8/9/2018	PETTY CASH - POLICE DEPT	045805: Training: Luncheon	131.01
10201500	111156	8/9/2018	UNITED EXTERMINATING	PADILLA PARK RR	10
10201500	111156	8/9/2018	UNITED EXTERMINATING	PARK GROUNDS OFFICE	25
10201500	111156	8/9/2018	UNITED EXTERMINATING	SILVER KING MKT PLACE	25
10201500	111156	8/9/2018	UNITED EXTERMINATING	MCFARLAND PARK	25
10201500	111156	8/9/2018	UNITED EXTERMINATING	FIRE STATION 1	25
10201500	111156	8/9/2018	UNITED EXTERMINATING	FIRE STATION 2	45
10201500	111156	8/9/2018	UNITED EXTERMINATING	TOWN HALL	50
10201500	111156	8/9/2018	UNITED EXTERMINATING	WWP-N/S	50
10201500	111163	8/9/2018	WATER SHED	WATER & ICE - SOUTH PLANT	14.81
10201500	111163	8/9/2018	WATER SHED	WATER & ICE - STREETS	88.86
10201500	111168	8/17/2018	AMERICAN SAFETY & HEALTH INST	car card order from last budget that was not paid.	171.53
10201500	111177	8/17/2018	BAXTER DESIGN GROUP LLC	10% Contingency	870
10201500	111177	8/17/2018	BAXTER DESIGN GROUP LLC	TASK ORDER #1 - CHARGED TO FY 17-18	4,130.00
10201500	111177	8/17/2018	BAXTER DESIGN GROUP LLC	Professional Services FS2 Turn Lane	8,700.00
10201500	111185	8/17/2018	Casa Grande Valley Newspaper Inc.	4TH OF JULY ADS POSTED TO PAPER IN JUNE	759.21
10201500	111208	8/17/2018	Hennesy Mechanical Sales LLC	Fairfield Screen Analysis for Headworks	5,450.00
10201500	111228	8/17/2018	PETTY CASH - LIBRARY	Petty cash renewal - programming supplies	74.4
10201500	111245	8/17/2018	Topete/Stonefield Inc.	Publicity Pamphlet 2018 - Primary Election	457.54
10201500	111249	8/17/2018	USA Bluebook - ACCT 703717	20 cases - Safety Yellow - Paint Hydrants	241.44
10201500	111249	8/17/2018	USA Bluebook - ACCT 703717	2 Electric Trash Pump for NWWTP"	1,190.19
10201500	111258	8/23/2018	Arizona Department of	inter DUE ON 17-18 INV	18.97
10201500	111258	8/23/2018	Arizona Department of	WQL B320349 INTERIM PERMITTING	549
10201500	111258	8/23/2018	Arizona Department of		2,165.50
10201500	111258	8/23/2018	Arizona Department of	WQL B2021816 - ADEQ ANNUAL FEE	2,500.00
10201500	111270	8/23/2018	Count Wise The People Counting Solution	People counting	300
10201500	111306	8/23/2018	PETTY CASH - FIRE DEPT	PETTY CASH - FIRE	68.6
10201500	111373	8/31/2018	Legend Technical Svcs Inc.	JUNE WATER SAMPLE TESTING SVC	216
General Fund					
10202000	111010	8/2/2018	ARIZONA STATE TREASURER	JUNE 2018 MONTHLY REMIT	329.76
10202000	111260	8/23/2018	ARIZONA STATE TREASURER	STATE JCEF	411.67

10202500	111010	8/2/2018	ARIZONA STATE TREASURER	JUNE 2018 MONTHLY REMIT	612.39
10202500	111260	8/23/2018	ARIZONA STATE TREASURER	ZFAR 1	1,144.86
10202501	111010	8/2/2018	ARIZONA STATE TREASURER	JUNE 2018 MONTHLY REMIT	286.68
10202501	111260	8/23/2018	ARIZONA STATE TREASURER	ZFAR 2	255.04
10203000	111053	8/2/2018	PINAL COUNTY TREASURER	JUNE 2018 MONTHLY REMIT	38.9
10203000	111307	8/23/2018	PINAL COUNTY TREASURER	JULY 2018 MONTHLY REMIT	47.47
10203300	111197	8/17/2018	DEPARTMENT OF PUBLIC SAFETY	NOVE 2017 #13 ADDITIONAL ASSESSMENT	0.69
10204000	111010	8/2/2018	ARIZONA STATE TREASURER	JUNE 2018 MONTHLY REMIT	7,108.70
10204000	111260	8/23/2018	ARIZONA STATE TREASURER	STATE SURCHARGES	7,745.65
10209000	111010	8/2/2018	ARIZONA STATE TREASURER	JUNE 2018 MONTHLY REMIT	76.72
10209000	111260	8/23/2018	ARIZONA STATE TREASURER	Victims Rights Enforcement	94.31
10232000	111161	8/9/2018	Village of Copper Basin Community Assoc.	Levy	149.87
10232000	111332	8/31/2018	Bursey & Associates P.C.	Levy	386.9
10232000	111400	8/31/2018	Village of Copper Basin Community Assoc.	Levy - Kenneth Burnside	149.87
10241000	111158	8/9/2018	UNITED WAY OF PINAL COUNTY	EMPLOYEES CONTRIBUTIONS	2
10241000	111397	8/31/2018	UNITED WAY OF PINAL COUNTY	EMPLOYEES CONTRIBUTIONS	2
10243000	111049	8/2/2018	NEW YORK LIFE INSURANCE	INSURANCE PREMIMUM	443.36
10243000	111225	8/17/2018	NEW YORK LIFE INSURANCE	INSURANCE PREMIMUM-08/2018	456.35
10250038	111010	8/2/2018	ARIZONA STATE TREASURER	JUNE 2018 MONTHLY REMIT	1,898.29
10250038	111260	8/23/2018	ARIZONA STATE TREASURER	STATE FINES	1,360.10
10260000	111195	8/17/2018	2nd Temp	Restitution PMT DV2016-0012	42.02
10260000	111202	8/17/2018	FERTIZONA COOLIDGE LLC	PR#732- RESTITUTION W. SLOAN	100
10260000	111203	8/17/2018	2nd Temp	Restitution PMT CM2017-000179	100
10260000	111237	8/17/2018	2nd Temp	Restitution PMT CR2013-0122	25
10260000	111320	8/23/2018	Temporary Vendor	Restitution Pmt. CM2017-000075	30
10260000	111353	8/31/2018	2nd Temp	Restitution PMT CM2017-000179	100
10260000	111391	8/31/2018	2nd Temp	Restitution PMT TR2014-000887	50
Town Council					
10501205	111185	8/17/2018	Casa Grande Valley Newspaper Inc.	Public Notice Ordinance No. 662-18 and 663-18 Wireless Communications	235.62
10501402	0	8/14/2018	WALMART COMMUNITY # 0005 7118	Water for Council meetings	4.1
10501402	0	8/14/2018	Family Dollar	Snacks for Council Meetings	10.16
10501402	0	8/14/2018	Family Dollar	Snacks for Council Meetings	19.52
10501402	0	8/14/2018	L & B CANTINA	Dinner for Council Meeting 7/16/2018	64.48
10501402	111216	8/17/2018	JOHN ANDERSON	Per Diem for 2018 League Conference	150.67

10501402	111219	8/17/2018	KAREN WALL	Per Diem for 2018 League Conference	150.67
10501402	111220	8/17/2018	KRISTEN LARSEN	Per Diam for 2018 League Conference	150.67
10501402	111243	8/17/2018	TARA WALTER	Per Diem for 2018 Annual Conference	150.67
10501402	111250	8/17/2018	VALLARIE WOOLRIDGE	Per Diem for 2018 League Conference	150.67
10501403	0	8/14/2018	LEAGUE OF AZ CITIES AND TOWNS	League Pre-Conference training for Wall and Larsen, League Mobil Tour - Woolridge	125
10501404	111210	8/17/2018	International Minute Press	3600 Booklets/Pamphlets for election 2018	2,088.79
Administration					
10502201	111160	8/9/2018	Verizon Wireless	Cell phones	36.74
10502202	0	8/14/2018	U. S. Post Master	Postage for SASE for CDBG Grant	30
10502217	111057	8/2/2018	SHRED-IT USA	Shredding - Admin	20
10502301	111402	8/31/2018	WATER SHED	Town Hall water/ice	29.89
10502401	0	8/14/2018	A C M A	Membership Renewal - Lisa Garcia	230
10502401	0	8/14/2018	A C M A	Membership Renewal - Brent Billingsley	272
10502401	111031	8/2/2018	IIMC	Membership Renewal for Maria Hernandez	125
10502402	0	8/14/2018	EUGENE & KIM'S PLACE	ADOT Tucson District Lunch	36.45
10502402	0	8/14/2018	WESTIN LA PALOMA	2018 ACMA Summer Conference lodging for Ben Bitter	133.34
10502402	0	8/14/2018	WESTIN LA PALOMA	2018 ACMA Summer Conference lodging for Ben Bitter	133.34
10502402	111182	8/17/2018	BRENT BILLINGSLEY	Per Diem for 2018 League Conference	150.67
10502402	111223	8/17/2018	LISA GARCIA	Per Diem for 2018 League Conference	150.67
10502403	0	8/14/2018	NATIONAL FOOD TRUCK ASSOCIATION	Webinar - Regulations for municipalities	30
10502403	0	8/14/2018	LEAGUE OF AZ CITIES AND TOWNS	League Pre-Conference Training for Lisa Garcia	40
10502420	111198	8/17/2018	DocUnited Imaging LLC	Laserfiche Licenses & Support thru 10/17/2019	15,649.26
Court					
10503217	111017	8/2/2018	CITY OF ELOY	Magistrate Services fy 17/18 Q4	11,000.00
10503402	111070	8/3/2018	IRENE ENRIQUEZ	AZ COURT MANAGER TRAINING	254.37
Legal					
10504217	111146	8/9/2018	RYLEY CARLOCK & APPLEWHITE	ACC/Johnson Utilities Investigation	22,040.40
10504217	111310	8/23/2018	RYLEY CARLOCK & APPLEWHITE	legal services: Johnson Utilities	11,183.00
10504217	111360	8/31/2018	Gust Rosenfeld P.L.C.	legal services: Environmental Appeals	11,442.00
10504217	111365	8/31/2018	Jennings Strouss Law Firm	legal services: Florence Copper	1,775.00

10504217	111365	8/31/2018	Jennings Strouss Law Firm	legal services : Florence Copper	11,861.08
10504401	111221	8/17/2018	LEXIS NEXIS	legal research July 2018	212.33
Finance					
10505202	111231	8/17/2018	RESERVE ACCOUNT	Refill Postage Meter	2,500.00
10505203	111172	8/17/2018	Arizona Office of Technology	QRTLY USAGE & MAINTENANCE 043018-073018	1,000.66
10505204	111003	8/2/2018	Advanced Infosystems	data processing of utility bills	1,024.89
10505204	111075	8/9/2018	Advanced Infosystems	data processing of utility bills	1,016.99
10505205	111336	8/31/2018	Casa Grande Valley Newspaper Inc.	Public Notice / PZ 18-21 ORD AND PZ 18-22-ORD	105.75
10505205	111336	8/31/2018	Casa Grande Valley Newspaper Inc.	Public Notice/TRUTH IN TAXATION	132.52
10505205	111336	8/31/2018	Casa Grande Valley Newspaper Inc.	Public Notice / TRUTH IN TAXATION	521.79
10505217	111057	8/2/2018	SHRED-IT USA	Shredding - Finance	20
10505301	111060	8/2/2018	Staples Business Advantage	Office Supplies	79.54
10505301	111227	8/17/2018	OFFICE DEPOT INC	Office Supplies	47.14
10505401	0	8/14/2018	GOVERNMENT FINANCE OFFICER	GFOAz MEMBERSHIP - ACCT'G MGR	30
10505401	111073	8/7/2018	JOAN MILLER	REIMBURSE ASCPA DUES	200
10505403	0	8/14/2018	GOVERNMENT FINANCE OFFICER	GFOAz Summer Conference - Act's Mgr	165
10505403	0	8/14/2018	Holiday Inn Express & Suites	Hotel reservation - Officer Linderoth training	432.84
10505403	111073	8/7/2018	JOAN MILLER	GFOAz SUMMER CONFERENCE - TUCSON	82
10505408	0	8/14/2018	SAFEWAY INC.	Retirement Cake for Dorothy Cardenas	46.91
Human Resources					
10508201	111160	8/9/2018	Verizon Wireless	Cell phones	20.05
10508217	111013	8/2/2018	Benefit Intelligence Inc. (ConsultADoc)	Monthly Service Fee	547.5
10508217	111040	8/2/2018	Jorgensen Brooks Group	Quarterly EAP Services	864
10508217	111083	8/9/2018	Az Department of Public Safety	Employee fingerprint backgrounds	44
10508217	111086	8/9/2018	Benefit Intelligence Inc. (ConsultADoc)	Monthly services-August 2018	558.75
10508401	111280	8/23/2018	Grand Canyon State	Membership Fee	45
Planning					
10509304	111178	8/17/2018	BC GRAPHICS	HATS - PLANNING	94.64
Building Safety					
10510201	111160	8/9/2018	Verizon Wireless	Cell phones	378.75
10510209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	37.51
10510215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	1,322.29
10510215	111241	8/17/2018	SOUTHWEST GAS CORPORATION	200 W 20TH ST	31.27

10510302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies - Building Safety	51.85
10510304	111178	8/17/2018	BC GRAPHICS	HATS - BUILDING SAFETY	118.3
10510306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	440.69
10510311	111341	8/31/2018	CODY CURTIS	SMALL TOOLS	38.17
10510324	0	8/14/2018	AMAZON.COM	IT APPROVED 2ND MONITOR MARICELLA BENITEZ	215.44
10510403	111341	8/31/2018	CODY CURTIS	Lodging Reimbursement for Class	156.51
Police Administration					
10511201	111101	8/9/2018	COX BUSINESS	digital adapters	6.28
10511201	111160	8/9/2018	Verizon Wireless	Cell phones	91.27
10511201	111160	8/9/2018	Verizon Wireless	Cell phones	1,484.38
10511201	111318	8/23/2018	Verizon Wireless	Cell phones	255
10511201	111339	8/31/2018	CENTURYLINK	Landline	57.52
10511201	111339	8/31/2018	CENTURYLINK	Landline	375.21
10511209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	26.6
10511209	111272	8/23/2018	Day Auto Supply Inc	BATTERY FOR PD	114.51
10511215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	2,096.81
10511215	111087	8/9/2018	BIA	104233-electric	482.03
10511217	111057	8/2/2018	SHRED-IT USA	Shredding - Police	20
10511301	111393	8/31/2018	The Office Center Inc.	Office Supplies	239.19
10511302	111163	8/9/2018	WATER SHED	Ice for PD	20.57
10511306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	1,208.00
10511402	111244	8/17/2018	TERRY TRYON	Reimbursement for business lunch	19.11
10511408	111110	8/9/2018	Fire Fighter's Police Officer's	Cancer Insurance	100
10511444	111297	8/23/2018	L & B CANTINA	PCLEA Lunch hosted by FPD	431.75
Police Support Services					
10512211	111334	8/31/2018	Canyon State Wireless	Maint. Contract through 6/30/2019	23,490.00
10512215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	4,425.78
10512215	111241	8/17/2018	SOUTHWEST GAS CORPORATION	200 E 6TH ST	31.27
10513306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	31.49
Police Operations					
10514209	111005	8/2/2018	American Fire Equipment Sales and	5 new fire extinguishers for PD	271.75
10514209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	28.37
10514209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	28.7
10514209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	32.75
10514209	111032	8/2/2018	Interstate Battery System of Scottsdale	Blanket for Batteries for Fleet	297.5
10514209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	4.79

10514209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	9.59
10514209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	13.43
10514209	111166	8/10/2018	JONES AUTO CENTER	Blanket for Fleet repairs	142.66
10514209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	23.58
10514209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	123.61
10514209	111196	8/17/2018	Dennis Watkins dba Autosonics	Blanket for PD Fleet paint & bodywork	350
10514209	111196	8/17/2018	Dennis Watkins dba Autosonics	Blanket for PD Fleet paint & bodywork	350
10514209	111211	8/17/2018	Interstate Battery System of Scottsdale	Blanket for Batteries for Fleet	297.5
10514209	111218	8/17/2018	JONES AUTO CENTER	Blanket for Fleet repairs	46.95
10514209	111218	8/17/2018	JONES AUTO CENTER	Blanket for Fleet parts	1,440.56
10514209	111290	8/23/2018	JONES AUTO CENTER	DRIVERS DOOR PANEL FOR PATROL CAR	377.1
10514209	111343	8/31/2018	Day Auto Supply Inc	Stock filter for PD	5.7
10514209	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	30.01
10514209	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	205.37
10514209	111346	8/31/2018	Dennis Watkins dba Autosonics	Refinish hood on PD G-922GL patrol	350
10514209	111376	8/31/2018	Manatee Tire & Auto Inc. dba	Wheel alignment for pad G-009FM patrol	58.95
10514209	111383	8/31/2018	PURCELL TIRE COMPANY	4 Tires for PD Stock	756.86
10514210	111103	8/9/2018	CREATIVE COMMUNICATIONS SALES	Radio repair	49.95
10514210	111103	8/9/2018	CREATIVE COMMUNICATIONS SALES	Volume Potentiometer	117.81
10514302	111009	8/2/2018	ARIZONA CORRECTIONAL INDUSTRIES	Impound Forms, Hearing Forms for OPS	1,196.77
10514304	111248	8/17/2018	UNIVERSAL POLICE SUPPLY INC	Uniform for Carrillo	184.2
10514304	111248	8/17/2018	UNIVERSAL POLICE SUPPLY INC	Uniform for Andrews	201.05
10514304	111248	8/17/2018	UNIVERSAL POLICE SUPPLY INC	uniform equipment: handcuff pouch, baton holders, radio carrier... for Andrews & Carrillo	812.05
10514304	111398	8/31/2018	UNIVERSAL POLICE SUPPLY INC	Uniform items for Sutton	25.89
10514306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	7,084.71
10514307	111257	8/23/2018	ARIZONA CORRECTIONAL INDUSTRIES	Misc Forms	583.18
10514307	111393	8/31/2018	The Office Center Inc.	K9 dog food	304.8
10514314	111093	8/9/2018	Casa Grande Counseling Service	Eval for new recruit: Carrillo	200
10514314	111093	8/9/2018	Casa Grande Counseling Service	Eval for new recruit: Andrews	200
10514314	111137	8/9/2018	Precision Polygraph & Investigation LLC	Polygraph: Carrillo	150

10514314	111176	8/17/2018	Banner Occupational Health Clinics	Physicals for Andrews & Carrillo	650
10514314	111335	8/31/2018	Casa Grande Counseling Service	Psych. Exam for Sutton	200
10514314	111398	8/31/2018	UNIVERSAL POLICE SUPPLY INC	Sutton: Uniform items	123.13
10514403	0	8/14/2018	Holiday Inn Express & Suites	Hotel reservation - Officer Landreth training	541.05
10514403	111094	8/9/2018	CENTRAL AZ COLLEGE	Milo usage: July 11-15, 2018	100
10514403	111394	8/31/2018	TIMOTHY MURPHY	Per Diem for Training: 9/4-14/18	96
10514408	111110	8/9/2018	Fire Fighter's Police Officer's	Cancer Insurance	1,250.00
Fire Administration					
10515201	111160	8/9/2018	Verizon Wireless	Cell phones	663.24
10515203	111395	8/31/2018	Toshiba Business Solutions USA	Maintenance Agreement Copier	201.25
10515207	111184	8/17/2018	CallBack Staffing Solutions LLC	Crew Sense annual fee for call back staffing program	2,514.96
10515207	111226	8/17/2018	Occupational Health Dynamics Inc.	Repairs that were needed when the unit was being calibrated	361
10515207	111226	8/17/2018	Occupational Health Dynamics Inc.	calibration for fit tester	810
10515209	111193	8/17/2018	Day Auto Supply Inc	Wiper blades for a 2012 Ford pick up	17.45
10515209	111272	8/23/2018	Day Auto Supply Inc	Oil FILTERS FOR FD	63
10515209	111343	8/31/2018	Day Auto Supply Inc	steering wheel cover for Kemp's truck	8.18
10515215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	1,897.94
10515215	111241	8/17/2018	SOUTHWEST GAS CORPORATION	72 E 1st Street	87.49
10515306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	737.52
10515408	111110	8/9/2018	Fire Fighter's Police Officer's	Cancer Insurance	100
Fire Station #1					
10516209	111382	8/31/2018	PRIDE GROUP	replace Tonto Cover on Kemp's vehicle due to storm damage	1,837.70
10516235	111175	8/17/2018	BANNER IRONWOOD MEDICAL CENTER	restocking when we ride in to Banner Ironwood	73.9
10516302	111204	8/17/2018	FLORENCE TRUE VALUE HARDWARE	blanket po for Florence True Value	0.19
10516302	111204	8/17/2018	FLORENCE TRUE VALUE HARDWARE	blanket po for Florence True Value	7.39
10516302	111204	8/17/2018	FLORENCE TRUE VALUE HARDWARE	supplies to finish stokes basket carrier	39.95
10516304	111188	8/17/2018	COREY J. PINE	PT shoe reimbursement	100
10516304	111396	8/31/2018	UNITED FIRE EQUIPMENT CO.	screen set up	35
10516306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	1,145.75
10516310	111371	8/31/2018	L. N. CURTIS and SONS	Class A foam concentrate for apparatus	1,000.00

10516312	111207	8/17/2018	GULF COAST BANK & TRUST COMPANY	PPE cleaning and repair	474.75
10516312	111359	8/31/2018	GULF COAST BANK & TRUST COMPANY	PPE cleaning and repair	404.5
10516312	111396	8/31/2018	UNITED FIRE EQUIPMENT CO.	Firefighter Helmets	705.56
10516321	111012	8/2/2018	ARROW INTERNATIONAL INC	EZ IO's to use with critical patients	1,299.50
10516321	111331	8/31/2018	BOUND TREE MEDICAL LLC	medical straps with D rings	91.62
10516321	111374	8/31/2018	Life Assist Inc	EMS Supplies/ d50 restock	118.4
10516321	111374	8/31/2018	Life Assist Inc	medical supplies for EMS calls	1,027.26
10516403	111322	8/31/2018	ALFRED I. GAMEROS JR.	Per diam for class, breakfast is provided by the hotel so only lunches and dinner.	138
10516403	111361	8/31/2018	Holiday Inn Express & Suites	LODGING FOR GAMEROS & USHER	288.52
10516403	111380	8/31/2018	PETER MONTGOMERY	per diem for fire school	48
10516403	111388	8/31/2018	SEAN P. MAHONEY	per diam for fire school	60
10516408	111110	8/9/2018	Fire Fighter's Police Officer's	Cancer Insurance	550
Fire Station #2					
10517201	111095	8/9/2018	CENTURYLINK	2035 HUNG HWY-7347	227.58
10517201	111101	8/9/2018	COX BUSINESS	digital adapter-mthly fees & 1 svc chg	109.28
10517201	111339	8/31/2018	CENTURYLINK	Landline	216.04
10517208	111371	8/31/2018	L. N. CURTIS and SONS	A Thermal Imaging Camera (TIC) Batteries	580.81
10517212	111217	8/17/2018	Johnson Utilities	Water Station #2	32.17
10517212	111217	8/17/2018	Johnson Utilities	water station #2	318.15
10517215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	2,023.40
10517215	111149	8/9/2018	SOUTHWEST GAS CORPORATION	2035 N HUNT HWY	97.6
10517235	111200	8/17/2018	East Valley Wellness Center LLC	Firefighter Physical for Chrzanowski	450
10517302	111347	8/31/2018	Desert Appliance Repair	Evaporative cooler repair	193
10517304	111377	8/31/2018	MICHAEL J. SCHERM	PT shoe reimbursement	79.62
10517306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	933.03
10517310	111371	8/31/2018	L. N. CURTIS and SONS	Class A foam concentrate for apparatus	975.65
10517312	111207	8/17/2018	GULF COAST BANK & TRUST COMPANY	PPE cleaning and repair	474.75
10517403	111342	8/31/2018	COREY LANCE USHER	per DIEM FOR ICS TRAIN THE TRAINER	138
10517403	111348	8/31/2018	DONAVEN L. ADAMCZYK	PER DIEM FOR FIRE SHCOOL	60
10517408	111110	8/9/2018	Fire Fighter's Police Officer's	Cancer Insurance	600
Information Technology					
10519201	111160	8/9/2018	Verizon Wireless	Cell phones	458.09
10519207	0	8/14/2018	SendGrid	Town Website Email Marketing	9.95

10519207	0	8/14/2018	GODADDY.COM	RideTheCart.com domain renewal for The Cart Service	15.17
10519207	0	8/14/2018	ADOBE SYSTEMS INCORPORATED	Adobe Creative Cloud Subscription	54.59
10519207	0	8/14/2018	RAMNODE.COM	Town Website Hosting	83
10519211	0	8/14/2018	AMAZON.COM	Replacement Batteries for the Backup Battery Units (APC) in PD Dispatch	480.16
10519211	111379	8/31/2018	Newegg Business Inc.	APC 1980 WATT 10 OUTLET TOWN HALL ADMIN CLOSET	869.99
10519217	111328	8/31/2018	Arizona Office of Technology	MANAGED PRINT SERVICES	1,044.96
10519217	111328	8/31/2018	Arizona Office of Technology	MANAGED PRINT SERVICES	1,044.97
10519222	111101	8/9/2018	COX BUSINESS	digital adapter-mthly fees	33.54
10519222	111101	8/9/2018	COX BUSINESS	Monthly Internet	688
10519301	0	8/14/2018	AMAZON.COM	Office Supplies: Pen/Notebook for IT Helpdesk	30.6
10519301	0	8/14/2018	AMAZON.COM	Office Supplies: Pen/Pencil/Notebook for IT Manager	47.57
10519302	0	8/14/2018	AMAZON.COM	Replacement Wireless Keyboard	32.74
10519302	0	8/14/2018	AMAZON.COM	Wireless Mouse for IT Manager Laptop	76.82
10519323	0	8/14/2018	Microsoft Corporation	Office 365 Subscription	677.59
10519324	0	8/14/2018	AMAZON.COM	Protective Case/Carry Bag for Deputy Town Manager Laptop	32.39
10519324	0	8/14/2018	AMAZON.COM	Deputy Town Manager Laptop	1,627.60
Fitness Center					
10520201	111271	8/23/2018	COX BUSINESS	digital adapter-mthly fees	3.14
10520215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	939.51
10520215	111241	8/17/2018	SOUTHWEST GAS CORPORATION	133 N. MAIN ST	31.27
10520302	111251	8/17/2018	WALMART COMMUNITY # 0005 7118	Supplies for the Fitness Center	35.37
Community Services Administration					
10521302	111066	8/2/2018	WATER SHED	DRINKING WATER FOR COMMUNITY CENTER STAFF	13.16
10521401	0	8/14/2018	National Recreation & Park Association	Certification Renewal - Hughes	95
10521402	111183	8/17/2018	BRYAN HUGHES	Per Diem for 2018 League Conference	150.67
10521407	111246	8/17/2018	U. S. Post Master	Postage for Fall Activity Guide	1,408.73
Parks Maintenance					
10522201	111160	8/9/2018	Verizon Wireless	Cell phones	146.71

10522207	111011	8/2/2018	Arizona's Best Choice Pest & Termite Svc	GOPHER CONTROL FOR HERITAGE PARK, SENIOR CENTER AND LITTLE LEAGUE	235
10522207	111011	8/2/2018	Arizona's Best Choice Pest & Termite Svc	GOPHER CONTROL FOR HERITAGE PARK, SENIOR CENTER AND LITTLE LEAGUE	235
10522207	111011	8/2/2018	Arizona's Best Choice Pest & Termite Svc	GOPHER CONTROL FOR HERITAGE PARK, SENIOR CENTER AND LITTLE LEAGUE	235
10522207	111011	8/2/2018	Arizona's Best Choice Pest & Termite Svc	GOPHER CONTROL FOR HERITAGE PARK, SENIOR CENTER AND LITTLE LEAGUE	235
10522207	111080	8/9/2018	Arizona's Best Choice Pest & Termite Svc	GOPHER CONTROL FOR HERITAGE PARK, SENIOR CENTER AND LITTLE LEAGUE	235
10522209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	40.43
10522209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	524.18
10522209	111061	8/2/2018	STOTZ EQUIPMENT	Fan switch & relay for PR-12 (mower)	194.45
10522209	111061	8/2/2018	STOTZ EQUIPMENT	Blanket for P&R Mowers	366.13
10522209	111061	8/2/2018	STOTZ EQUIPMENT	Radiator, hoses & fan for PR-12 (mower)	1,225.49
10522209	111150	8/9/2018	STOTZ EQUIPMENT	Blanket for P&R Mowers	51.2
10522209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	8.73
10522209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	94.91
10522209	111242	8/17/2018	STOTZ EQUIPMENT	Blanket for P&R Mowers	34.13
10522209	111242	8/17/2018	STOTZ EQUIPMENT	Blanket for P&R Mowers	120.12
10522209	111272	8/23/2018	Day Auto Supply Inc	CIRUIT BREAKER FOR MOWER	4.78
10522209	111272	8/23/2018	Day Auto Supply Inc	FUSE HOLDER FOR MOWER	5.12
10522209	111272	8/23/2018	Day Auto Supply Inc	SPRAY PAINT FOR PR-14	7.96
10522209	111272	8/23/2018	Day Auto Supply Inc	RELAY FOR MOWER	15.38
10522209	111315	8/23/2018	STOTZ EQUIPMENT	Blanket for P&R Mowers	31.3
10522209	111392	8/31/2018	STOTZ EQUIPMENT	Parts & service catalog for Parks mowers	93
10522211	111081	8/9/2018	ARROYO FENCE CO.	Dog Park replacement fencing.	962.6
10522215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	2,005.15
10522222	111233	8/17/2018	RICK HALL	Standard Portable Toilet Serviced 1x/week at Main St. Park	70.98
10522302	111019	8/2/2018	Day Auto Supply Inc	Oil, Anti-Freeze for Mowers	86.85
10522302	111066	8/2/2018	WATER SHED	DRINKING WATER FOR PARK MAINTENANCE STAFF	13.16

10522302	111104	8/9/2018	Day Auto Supply Inc	Oil, Anti-Freeze for Mowers	45.3
10522302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	15.87
10522302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	16.93
10522302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	23.6
10522302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	27.51
10522302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	31.76
10522302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	51.62
10522302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	87.46
10522302	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	93.22
10522302	111193	8/17/2018	Day Auto Supply Inc	Oil, Anti-Freeze for Mowers	19.98
10522306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	868.46
10522317	111173	8/17/2018	ARIZONA STATE PRISON-FLORENCE	INMATE LABOR/WORK PROGRAM	56
10522317	111259	8/23/2018	ARIZONA STATE PRISON-FLORENCE	INMATE LABOR/WORK PROGRAM	32
10522317	111259	8/23/2018	ARIZONA STATE PRISON-FLORENCE	INMATE LABOR/WORK PROGRAM	70
10522403	0	8/14/2018	ALCA	ALCA Annual Membership (Mike Lopez)	75
10522403	0	8/14/2018	ALCA	ACLP Workshop 1 of 9 (Mike Lopez & Elijah White) - Turf Care & Installation	120
10522403	111069	8/3/2018	Elijah White	Per Diem for ACLA Workshops	15
10522403	111069	8/3/2018	Elijah White	Per Diem for ACLA Workshops	15
10522403	111071	8/3/2018	MIKE LOPEZ JR.	Per Diem for ACLA Trainings	15

10522403	111071	8/3/2018	MIKE LOPEZ JR.	Per Diem for ACLA Trainings	15
10522403	111351	8/31/2018	Elijah White	IRRIGATION TECH 1	15
10522403	111378	8/31/2018	MIKE LOPEZ JR.	IRRIGATION TECH 1	15
Community Center					
10523201	111101	8/9/2018	COX BUSINESS	Cable Svc for Library/Community Center	128.9
10523215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	7,489.58
10523302	111252	8/17/2018	WATER SHED	Drinking Water for Community Center Staff	19.75
10523401	0	8/14/2018	MOOD MEDIA CORPORATE	Pandora Music Subscription - Library & Community Center	26.95
Aquatics					
10524201	111095	8/9/2018	CENTURYLINK	PKS/REC-0265	324.7
10524207	111339	8/31/2018	CENTURYLINK	Landline	308.64
10524208	111008	8/2/2018	AQUATIC ENVIRONMENTAL	Pool pump parts	57.16
10524215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	4,784.29
10524215	111241	8/17/2018	SOUTHWEST GAS CORPORATION	174 W 1st ST #2	90.98
10524224	111345	8/31/2018	DENISE GORDEN	Aerobics and Zumba Instructor	150
10524224	111345	8/31/2018	DENISE GORDEN	Zumba and Aerobics Instructor	150
10524302	0	8/14/2018	AMAZON.COM	Wristbands for Aquatic Center	51.99
10524302	111066	8/2/2018	WATER SHED	DRINKING WATER FOR AQUATIC STAFF	39.49
10524302	111252	8/17/2018	WATER SHED	Drinking Water for Aquatic Staff	19.75
10524302	111401	8/31/2018	WALMART COMMUNITY # 0005 7118	Aquatic Supplies for evaluation	12.79
10524401	0	8/14/2018	MOOD MEDIA CORPORATE	Pandora Music Subscription - Aquatic Center	26.95
10524403	111256	8/23/2018	AMERICAN RED CROSS	RED CROSS FACILITY FEE	300
Programs					
10525201	111160	8/9/2018	Verizon Wireless	Cell phones	117.47
10525209	111039	8/2/2018	JONES AUTO CENTER	Blanket for Fleet repairs	365.14
10525209	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	58.21
10525209	111375	8/31/2018	LONG STAR AUTO GLASS SERVICES	Front windshield for PR4	278.14
10525217	111296	8/23/2018	KIM A. HUNTER	Teen Leadership and programming July 2018	3,500.00
10525224	111077	8/9/2018	Arizona Humanities	Guest Speaker Fees	100
10525224	111077	8/9/2018	Arizona Humanities	Guest Speaker Fees	100
10525224	111327	8/31/2018	Arizona Humanities	Guest Speaker Fees	100
10525224	111327	8/31/2018	Arizona Humanities	Guest Speaker Fees	100

10525224	111327	8/31/2018	Arizona Humanities	Guest Speaker Fees	100
10525224	111327	8/31/2018	Arizona Humanities	Guest Speaker Fees	100
10525224	111327	8/31/2018	Arizona Humanities	Guest Speaker Fees	100
10525302	0	8/14/2018	LEAGUE OF AZ CITIES AND TOWNS	Youth Program Registration (4 teens, 2 chaperones)	325
10525302	111251	8/17/2018	WALMART COMMUNITY # 0005 7118	Supplies for Before and After the Bell Program	163.34
10525302	111401	8/31/2018	WALMART COMMUNITY # 0005 7118	PANCAKES & CHIPS FOR TEEN LOCKIN	24.43
10525302	111401	8/31/2018	WALMART COMMUNITY # 0005 7118	Supplies for teen Lock in	349.71
10525306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	106.11
10525402	0	8/14/2018	Westin Kierland	Lodging for 2018 APRA Conference & Expo - Nixon	111.44
10525402	0	8/14/2018	Westin Kierland	Lodging for 2018 APRA Conference & Expo - Cetta & Feliz	222.89
10525402	0	8/14/2018	Westin Kierland	Lodging for 2018 APRA Conference & Expo - Mendivil	222.89
Special Events					
10526217	111214	8/17/2018	JASON REYNOLDS	Flyers for Special Events	250
10526302	0	8/14/2018	CIRCLE K #2938	Food for 4th of July Event	13.08
10526302	111170	8/17/2018	ARIZONA CORRECTIONAL INDUSTRIES	FY18/19 Fourth of July Supplies	430.06
10526302	111251	8/17/2018	WALMART COMMUNITY # 0005 7118	Supplies for AC	12.87
10526401	0	8/14/2018	National Recreation & Park Association	Annual Membership (A Feliz)	99
10526402	0	8/14/2018	Westin Kierland	Lodging for 2018 APRA Conference & Expo - Cetta & Feliz	111.44
10526403	0	8/14/2018	NATIONAL FOOD TRUCK ASSOCIATION	Webinar on Food Truck Regulations	30
10526407	0	8/14/2018	Facebook	Social Media Boost - 4th of July Freedom Fest	81.82
Senior Center					
10528201	111160	8/9/2018	Verizon Wireless	Cell phones	18.02
10528201	111189	8/17/2018	COX BUSINESS	digital adapter-mthly fees	19.91
10528209	111102	8/9/2018	CREATIVE BUS SALES CORP	A/C Repair for SC-16	761.76
10528209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	-19.66
10528209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	158.88

10528209	111224	8/17/2018	Manatee Tire & Auto Inc. dba	Blanket for Fleet tires & service	140.79
10528209	111224	8/17/2018	Manatee Tire & Auto Inc. dba	Blanket for Fleet tires & service	140.79
10528209	111272	8/23/2018	Day Auto Supply Inc	FOAM TAPE FOR SC-4	7.96
10528209	111272	8/23/2018	Day Auto Supply Inc	WEATHER STRIP SC-4	10.26
10528215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	1,806.52
10528215	111241	8/17/2018	SOUTHWEST GAS CORPORATION	330 N. PINAL ST	49.59
10528217	111308	8/23/2018	PINAL NUTRITION PROGRAM	Meals for July	899
10528217	111325	8/31/2018	AQUA CHILL INC #1	RO monthly rent - Aug	32.61
10528217	111325	8/31/2018	AQUA CHILL INC #1	RO Monthly Rent - July	32.61
10528302	111052	8/2/2018	PETTY CASH - SENIOR CENTER	Dollar General - Kitchen Cup	3.95
10528302	111052	8/2/2018	PETTY CASH - SENIOR CENTER	Family Dollar - Curtain Rods for craft room	8.19
10528302	111052	8/2/2018	PETTY CASH - SENIOR CENTER	Lisa Messinger - Bingo	29.75
10528302	111052	8/2/2018	PETTY CASH - SENIOR CENTER	Food City - bingo	30.7
10528302	111136	8/9/2018	PETTY CASH - SENIOR CENTER	Dollar General - meals	4.49
10528302	111136	8/9/2018	PETTY CASH - SENIOR CENTER	Fry's - Bingo	27.6
10528302	111136	8/9/2018	PETTY CASH - SENIOR CENTER	Lisa Messinger - Bingo	30.46
10528302	111136	8/9/2018	PETTY CASH - SENIOR CENTER	Lisa Messinger - Bingo	30.8
10528302	111136	8/9/2018	PETTY CASH - SENIOR CENTER	Lisa Messinger - bingo	32.67
10528302	111162	8/9/2018	WALMART COMMUNITY # 0005 7118	Supplies for the center	221.66
10528306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	443.15
10528444	0	8/14/2018	A & M PIZZA	Senior Meal - July 20, 2018	125
Library					
10529301	111227	8/17/2018	OFFICE DEPOT INC	Printer paper, sharpies, facial tissue	156.87
10529302	0	8/14/2018	AMAZON.COM	Sony PlayStation 4 Controller	64.99
10529302	0	8/14/2018	Universal Media Corp	DVD Cases	119.02
10529302	111131	8/9/2018	Nat'l Ctr For Safety Initiatives LLC	Background Check for Volunteer	16
10529302	111194	8/17/2018	DEMCO Inc.	Labels and bookmarks	71.33
10529302	111228	8/17/2018	PETTY CASH - LIBRARY	Petty cash renewal - programming supplies	27.81
10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	11.96
10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	14.98
10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	35.16
10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Books - Nonfiction and DVDs	47.84
10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	73.1
10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	75.92
10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Fiction/CD's Books	92.98
10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Books - Nonfiction and DVDs	142.36

10529308	111084	8/9/2018	BAKER & TAYLOR BOOKS	Books - Nonfiction and DVDs	180.61
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Books - Nonfiction and DVDs	15.95
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Books - Nonfiction and DVDs	18.73
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Fiction/CD's Books	41.24
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Fiction/CDs/Audio Books	48.05
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Fiction/CD's Books	97.72
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Books - Nonfiction and DVDs	140.89
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Fiction/CDs/Audio Books	144.63
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	162.74
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Fiction/CDs/Audio Books	398.08
10529308	111174	8/17/2018	BAKER & TAYLOR BOOKS	Children's/YA Books	991.44
10529308	111330	8/31/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	26.5
10529308	111330	8/31/2018	BAKER & TAYLOR BOOKS	Books - Nonfiction and DVDs	63.24
10529308	111330	8/31/2018	BAKER & TAYLOR BOOKS	DVD's	97.77
10529308	111330	8/31/2018	BAKER & TAYLOR BOOKS	Children's/YA Books	100.13
10529308	111330	8/31/2018	BAKER & TAYLOR BOOKS	Fiction/CDs/Audio Books	118.72
10529308	111330	8/31/2018	BAKER & TAYLOR BOOKS	Books	138.69
10529401	107209	7/28/2017	AMERICAN LIBRARY ASSOC	MEMBERSHIP DUES	38
10529401	111167	8/17/2018	AMERICAN LIBRARY ASSOC	MEMBERSHIP DUES for BARB SCOBY	40
Engineering					
10530201	111160	8/9/2018	Verizon Wireless	Cell phones	112.1
10530304	111178	8/17/2018	BC GRAPHICS	HATS - FACILITIES MAINTENANCE	141.96
10530304	111178	8/17/2018	BC GRAPHICS	HATS - ENGINEERING	165.62
10530306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	35.13
Facilities Maintenance					
10531201	111160	8/9/2018	Verizon Wireless	Cell phones	131.64
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	24.95
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	32.95
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	34.95
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	35.95
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	39.95
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	44.95
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	49.95
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	65.9
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	72.9
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	72.9
10531207	111014	8/2/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	74.9
10531207	111156	8/9/2018	UNITED EXTERMINATING	Jul-18	695

10531301	111317	8/23/2018	Toshiba Business Solutions USA	SERVICES AND SUPPLIES/FACILITIES	181.32
10531302	111117	8/9/2018	GRAINGER INC.	BPO FOR MISC SUPPLIES/FACILITIES	75.37
10531302	111209	8/17/2018	HOME DEPOT CREDIT SERVICES	BPO FOR OPERATING SUPPLIES-FACILITIES	35.93
10531302	111209	8/17/2018	HOME DEPOT CREDIT SERVICES	BPO FOR OPERATING SUPPLIES-FACILITIES	148.93
10531302	111278	8/23/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	262.78
10531302	Multiple	8/23/2018	Central Arizona Supply Inc	BPO FOR OPERATING SUPPLIES-FACILITIES	87.09
10531306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	465.31
10531311	111209	8/17/2018	HOME DEPOT CREDIT SERVICES	BPO FOR SMALL TOOLS-FACILITIES	130.99
10531315	111253	8/17/2018	WAXIE SANITARY SUPPLY	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	42.19
10531315	111253	8/17/2018	WAXIE SANITARY SUPPLY	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	315.07
10531315	111253	8/17/2018	WAXIE SANITARY SUPPLY	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	5,282.55
10531316	0	8/14/2018	DeVries Backflow	Job #FS24	434.7
10531316	111111	8/9/2018	FLORENCE AUTO TINT	BPO FOR TINT OF EAST WINDOWS AT DS OFFC	192
10531316	111157	8/9/2018	United Metal Products	EMERGENCY REPLACEMENT OF SWAMP COOLER AT FLEET	4,658.03
10531316	111274	8/23/2018	DH Pace Company Inc.	WEATHERSTRIP & RETAINER @ PW BLDG	685
10531316	111389	8/31/2018	SERRANO A/C and HEATING LLC	SILVER KING A/C MINI-SPLIT	2,200.00
General Government					
10532201	111095	8/9/2018	CENTURYLINK	FIRE ALARM SYSTEM-0236	53.49
10532201	111095	8/9/2018	CENTURYLINK	911 Locator-911	79.28
10532201	111095	8/9/2018	CENTURYLINK	MAIN LINE-7500	84.5
10532201	111095	8/9/2018	CENTURYLINK	INTERNET LINE-0593	104.89
10532201	111095	8/9/2018	CENTURYLINK	POLICE (911)-9627	320.94
10532201	111095	8/9/2018	CENTURYLINK	Trunkline-0118	554.12
10532201	111268	8/23/2018	CENTURYLINK	MAIN LINE - TOWN HALL	159.59
10532201	111268	8/23/2018	CENTURYLINK	INTERNET LINE-0593	216.78
10532201	111339	8/31/2018	CENTURYLINK	Landline	52.84
10532201	111339	8/31/2018	CENTURYLINK	Landline	84.4
10532206	111048	8/2/2018	NATASHA SCHMIDT	DAMAGE CLAIM PAYMENT	125.26

10532206	111059	8/2/2018	SOUTHWEST RISK SERVICES	Commuting Coverage	1,138.25
10532206	111220	8/17/2018	KRISTEN LARSEN	DEDUCTIBLE REIMBURSEMENT- VEHICLE CLAIM DAMAGE	250
10532214	111095	8/9/2018	CENTURYLINK	291 N. BAILEY-8933	156.61
10532214	111095	8/9/2018	CENTURYLINK	SILVER KING ALARM-0705	163.1
10532214	111339	8/31/2018	CENTURYLINK	Landline	148.98
10532214	111339	8/31/2018	CENTURYLINK	520-868-0705	159.85
10532215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	8,089.63
10532409	111277	8/23/2018	EUSI LLC	CONSULTATION ON JU	2,724.82
10532425	111171	8/17/2018	Arizona Department of Revenue	Administration & Collections Assessment Fee	62,547.87
General Fund Fleet Services					
10536209	111252	8/17/2018	WATER SHED	1 Gal distilled water for Fleet	13.61
10536304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - WHITE	86.07
10536304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - GARCIA L	94
10536304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - HILLS D	94
10536304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - LOPEZ	94
10536304	111178	8/17/2018	BC GRAPHICS	HATS - FLEET	118.3
10536304	111181	8/17/2018	Boot Barn	BPO/BOOTS FOR RAY WHITE	127.97
10536304	111298	8/23/2018	Larry O. Garcia Jr.	REIMBURSEMENT FOR UNIFORM/BOOTS	1.62
10536304	111298	8/23/2018	Larry O. Garcia Jr.	REIMBURSEMENT FOR UNIFORM/BOOTS	58.34
10536304	111298	8/23/2018	Larry O. Garcia Jr.	Reimbursement for UNIFORM/BOOTS	76.17
10536306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	182.39
10536311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	46.72
10536311	111343	8/31/2018	Day Auto Supply Inc	Roller Jack lift pads for shop	79.75
10536311	111343	8/31/2018	Day Auto Supply Inc	Mechanic tool set for shop	104.48
10536314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	14.93
10536314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	15.91
10536314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	38.04
10536314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	104.48
10536314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	5.08
10536314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	16.17
10536314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	59.28
10536314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	3.97
10536314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	8.25
10536314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	40.03
10536314	111326	8/31/2018	Arizona Brake & Clutch Supply		56.09

10536314	111343	8/31/2018	Day Auto Supply Inc	Nitrile gloves for shop	6.15
10536314	111343	8/31/2018	Day Auto Supply Inc	Shop supplies for Fleet	7.48
Economic Development					
10551201	111095	8/9/2018	CENTURYLINK	McFarland FIRE ALARM-8030	60.49
10551207	111339	8/31/2018	CENTURYLINK	Landline	52.84
10551402	0	8/14/2018	AAED	2018 Rural Policy Forum - Jennifer Evans	60.12
10551402	0	8/14/2018	AAED	2018 Rural Policy Forum - Jennifer Evans	106.57
10551402	111215	8/17/2018	JENNIFER EVANS	Per Diem for 2018 Arizona Rural Policy Forum	191.79
General Capital Fund					
11511335	111329	8/31/2018	Axon Enterprises	15 Tasers/holsters. Cartridges	11,982.45
11522217	111254	8/17/2018	WESTLAND RESOURCES INC	Poston Butte Preserve - Environmental Assessment for BLM Parcels (on-call consultant) - \$57,250 project total (\$1,576.25 spent in FY18)	12,105.03
11522217	111282	8/23/2018	J2 Engineering And	Poston Butte Open Space & Trails Dev	620.56
Streets Fund					
12518201	111160	8/9/2018	Verizon Wireless	Cell phones	632.15
12518201	111271	8/23/2018	COX BUSINESS	DIGITAL ADAPTER & WALL MOUNT	3.14
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	1.91
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	6.54
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	7.19
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	12.11
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	20.73
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	32.74
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	123.66
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	403.14
12518209	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	596.76
12518209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	227
12518209	111128	8/9/2018	Manatee Tire & Auto Inc. dba	Blanket for Fleet tires & service	138.58
12518209	111148	8/9/2018	SHAWS INTERIORS	Blanket PO for Fleet seat repairs	51.61
12518209	111166	8/10/2018	JONES AUTO CENTER	Blanket for Fleet repairs	19.68
12518209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	55.38
12518209	111206	8/17/2018	FREIGHTLINER ARIZONA LLC	Engine repairs for ST-51	510.74
12518209	111247	8/17/2018	UNITED ROTARY BRUSH CORPORATION	Side & rear brooms for ST-45 & ST-26	1,135.38
12518209	111272	8/23/2018	Day Auto Supply Inc	SOCKET HOLDER FOR ST-13	2.42
12518209	111290	8/23/2018	JONES AUTO CENTER	DRIVERS DOOR PANEL FOR ST-80	324.42
12518209	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	12.2

12518209	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	108.27
12518209	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	127.62
12518209	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	215.38
12518209	111355	8/31/2018	FREIGHTLINER ARIZONA LLC	Hood struts & accelerator pad for ST 52	451.29
12518209	111367	8/31/2018	JONES AUTO CENTER	Door handle for ST-80	61.3
12518209	111367	8/31/2018	JONES AUTO CENTER	Blanket for Fleet parts	182.62
12518209	111375	8/31/2018	LONG STAR AUTO GLASS SERVICES	Passenger front door window for PR-4	176.16
12518209	111399	8/31/2018	Verizon Wireless	Network Fleet GPS	127.5
12518209	111399	8/31/2018	Verizon Wireless	Blanket PO for Network Fleet (GPS)	552.9
12518211	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	57.09
12518211	111019	8/2/2018	Day Auto Supply Inc	Blanket for Fleet Parts	70.68
12518211	111081	8/9/2018	ARROYO FENCE CO.	REPLACEMENT OF FENCE@PW BLDG	1,786.21
12518211	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	12.97
12518211	111107	8/9/2018	EMPIRE SOUTHWEST	Blanket for Fleet Equipment parts	16.78
12518211	111107	8/9/2018	EMPIRE SOUTHWEST	Blanket for Fleet Equipment parts	26.4
12518211	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	34.31
12518211	111201	8/17/2018	EMPIRE SOUTHWEST	Blanket for Fleet Equipment parts	171.41
12518211	111272	8/23/2018	Day Auto Supply Inc	Oil FILTER FOR ST-3 BACKHOE	12.53
12518211	111272	8/23/2018	Day Auto Supply Inc	AIR FILTER FOR ST-3 BACKHOE	35.47
12518211	111272	8/23/2018	Day Auto Supply Inc	Oil FOR ST-3 BACKHOE	57.84
12518211	111272	8/23/2018	Day Auto Supply Inc	BATTERY FOR ST-2 BACKHOE	172.47
12518211	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	0.96
12518211	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	26.66
12518211	111352	8/31/2018	EMPIRE SOUTHWEST	Belts for ST-30 grader	160.06
12518215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	12.74
12518215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	1,793.81
12518215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	3,010.21
12518215	111087	8/9/2018	BIA	20509-electric	46.2
12518215	111087	8/9/2018	BIA	21243-electric	61.6
12518215	111087	8/9/2018	BIA	10522-electric	110
12518215	111087	8/9/2018	BIA	353-electric	233.75
12518215	111275	8/23/2018	Electrical District No. 2	7158WW HUNT HWY (SIGNAL LIGHT ON HUNT) location 4828-050	47.82
12518215	111275	8/23/2018	Electrical District No. 2	DIVERSION DAM RD B/N HWY 79/BOWLIN	272.01
12518217	111138	8/9/2018	Regional Pavement Maintenance of Az Inc	ADOT Rd, TOF required to mill & pave	11,976.30

12518217	111230	8/17/2018	Regional Pavement Maintenance of Az Inc	PROFESSIONAL SERVICES	37,857.03
12518217	111390	8/31/2018	Sherwin-Williams Co. #4378	PAINT STRIPER	6,189.11
12518301	111317	8/23/2018	Toshiba Business Solutions USA	BPO FOR SERVICES AND SUPPLIES/FACILITIES	181.32
12518302	0	8/14/2018	SAMS CLUB	Shop Supplies	404.26
12518302	111209	8/17/2018	HOME DEPOT CREDIT SERVICES	BPO FOR OPERATING SUPPLIES-STREETS	104.69
12518302	111209	8/17/2018	HOME DEPOT CREDIT SERVICES	BPO FOR OPERATING SUPPLIES-STREETS	191.95
12518302	111209	8/17/2018	HOME DEPOT CREDIT SERVICES	BPO FOR OPERATING SUPPLIES-STREETS	281.85
12518302	111252	8/17/2018	WATER SHED	BPO FOR WATER&ICE/STREETS	65
12518302	111252	8/17/2018	WATER SHED	BPO FOR WATER&ICE/STREETS	65
12518302	111278	8/23/2018	FLORENCE TRUE VALUE HARDWARE	blanket po for Florence True Value	160.1
12518302	111324	8/31/2018	APD POWER CENTER INC.	Operating Supplies	148.11
12518302	111324	8/31/2018	APD POWER CENTER INC.	Operating Supplies	341.49
12518302	111358	8/31/2018	Green Manufacturing Inc.	Steel Purchase	39.31
12518304	111016	8/2/2018	CHRIS MAHURIN	REIMBURSEMENT FOR UNIFORM/BOOTS	162.06
12518304	111099	8/9/2018	Cintas Corporation Lock 696	CONTRACT #7388 UNIFORM RENTAL	40.43
12518304	111099	8/9/2018	Cintas Corporation Lock 696	CONTRACT #7388 UNIFORM RENTAL	40.43
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - BURSON	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - CASTILLAS	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - CISCO	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - GARCIA G	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - HONEA	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - MAHURIN	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - MILLER	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - PITTS	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - REMIGIO	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - SPOON	200
12518304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - VALENZUELA	200
12518304	111178	8/17/2018	BC GRAPHICS	HATS - STREETS	473.2
12518304	111191	8/17/2018	DAN CISCO	BALANCE OF UNIFORM ALLOWANCE	162.06
12518304	111229	8/17/2018	Red Wing Shoe Company	BPO/BOOTS FOR BRYON HONEA	218.81
12518304	111340	8/31/2018	Cintas Corporation Lock 696	Uniform SHIRT	56.39
12518306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	139.69

12518306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	4,049.34
12518317	111173	8/17/2018	ARIZONA STATE PRISON-FLORENCE	BPO-INMATE LABOR/WORK PROGRAM	46
12536209	111252	8/17/2018	WATER SHED	1 Gal distilled water for Fleet	10.43
12536304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - GARCIA L	72
12536304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - HILLS D	72
12536304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - LOPEZ	72
12536304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - WHITE	72
12536304	111181	8/17/2018	Boot Barn	BPO/BOOTS FOR RAY WHITE	98.02
12536311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	35.78
12536311	111343	8/31/2018	Day Auto Supply Inc	Roller Jack lift pads for shop	61.08
12536311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	80.03
12536314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	11.43
12536314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	12.19
12536314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	29.15
12536314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	80.03
12536314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	3.89
12536314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	12.38
12536314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	45.41
12536314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	3.04
12536314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	6.32
12536314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	30.66
12536314	111326	8/31/2018	Arizona Brake & Clutch Supply	Black nitrile gloves for Shop	42.97
12536314	111343	8/31/2018	Day Auto Supply Inc	Nitrile gloves for shop	4.71
12536314	111343	8/31/2018	Day Auto Supply Inc	Cable ties & terminals for shop	5.73
12581507	111319	8/23/2018	ViaSun Corporation	CIP T-09 FG PHS 5	310,538.54
12581507	111319	8/23/2018	ViaSun Corporation	CIP T-08 FG PHS 4	310,538.55
Customer Utility Deposits					
51219000	111015	8/2/2018	2nd Temp	Water Deposit Refund	21.06
51219000	111043	8/2/2018	2nd Temp	Water Deposit Refund	133.74
51219000	111047	8/2/2018	2nd Temp	Water Deposit Refund	92.83
51219000	111074	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111076	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111082	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111085	8/9/2018	2nd Temp	Water Deposit Refund	75
51219000	111089	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111090	8/9/2018	2nd Temp	Water Deposit Refund	102.4
51219000	111091	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111096	8/9/2018	2nd Temp	Water Deposit Refund	150

51219000	111097	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111098	8/9/2018	2nd Temp	Water Deposit Refund	225
51219000	111100	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111115	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111116	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111120	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111121	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111123	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111125	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111129	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111130	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111133	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111134	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111139	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111143	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111144	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111145	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111147	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111151	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111152	8/9/2018	2nd Temp	Water Deposit Refund	17.27
51219000	111153	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
51219000	111154	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111159	8/9/2018	2nd Temp	Water Deposit Refund	96.99
51219000	111164	8/9/2018	2nd Temp	Water Deposit Refund	150
51219000	111180	8/17/2018	2nd Temp	Water Deposit Refund	64.4
51219000	111192	8/17/2018	2nd Temp	Water Deposit Refund	61.46
51219000	111235	8/17/2018	2nd Temp	Water Deposit Refund	30.46
51219000	111264	8/23/2018	2nd Temp	Water Deposit Refund	150
51219000	111293	8/23/2018	2nd Temp	Water Deposit Refund	150
51219000	111299	8/23/2018	2nd Temp	Water Deposit Refund	14.28
51219000	111303	8/23/2018	2nd Temp	Water Deposit Refund	150
51219100	111199	8/17/2018	2nd Temp	Water Hydrant Deposit Refund	967.24
51219100	111222	8/17/2018	2nd Temp	Water Hydrant Deposit Refund	904.72
Water Fund					
51574201	111095	8/9/2018	CENTURYLINK	W/WKS ALARMS-8356	58.26
51574201	111095	8/9/2018	CENTURYLINK	W/WW-0246	169.1
51574201	111160	8/9/2018	Verizon Wireless	Cell phones	345.78
51574207	0	8/14/2018	ADOBE SYSTEMS INCORPORATED	MONTHLY SUBSCRIPTION COPYWRITE	32.75

51574207	111339	8/31/2018	CENTURYLINK	Landline	166.6
51574209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	90.47
51574209	111128	8/9/2018	Manatee Tire & Auto Inc. dba	Blanket for Fleet tires & service	497.04
51574209	111148	8/9/2018	SHAWS INTERIORS	Blanket PO for Fleet seat repairs	71.61
51574209	111166	8/10/2018	JONES AUTO CENTER	Blanket for Fleet repairs	134.7
51574209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	6.21
51574209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	18.67
51574209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	38.33
51574209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	43.14
51574209	111193	8/17/2018	Day Auto Supply Inc	Blanket for Fleet Parts	82.97
51574209	111252	8/17/2018	WATER SHED	1 Gal distilled water for Fleet	1.74
51574209	111399	8/31/2018	Verizon Wireless	Network Fleet GPS	63.75
51574209	111399	8/31/2018	Verizon Wireless	Blanket PO for Network Fleet (GPS)	276.55
51574211	111063	8/2/2018	Titan Machinery Inc.	Blanket for backhoe parts	10.92
51574211	111063	8/2/2018	Titan Machinery Inc.	Blanket for backhoe parts	440.94
51574211	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	18.01
51574211	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	32.74
51574211	111128	8/9/2018	Manatee Tire & Auto Inc. dba	Blanket for Fleet tires & service	324.96
51574211	111187	8/17/2018	CHEMICAL FEEDING TECHNOLOGIES	BLANKET: CHLORINE INJECTION PARTS	1,751.31
51574215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	13,272.44
51574215	111087	8/9/2018	BIA	21242-electric	1,691.56
51574215	111262	8/23/2018	BIA	19455 HWY 79 WELL 1 W/O RVBTM	0.01
51574215	111262	8/23/2018	BIA	19455 HWY 79 WELL 1 W/O RVBTM	2,736.35
51574217	111239	8/17/2018	RYLEY CARLOCK & APPLEWHITE	legal services : Adjudication Claims	487
51574304	111099	8/9/2018	Cintas Corporation Lock 696	CONTRACT #7388 UNIFORM RENTAL	11.66
51574304	111099	8/9/2018	Cintas Corporation Lock 696	CONTRACT #7388 UNIFORM RENTAL	11.66
51574304	111108	8/9/2018	ENEMUEL MURILLO	UNIFORM BOOTS 1 - MURILLO	157.5
51574304	111108	8/9/2018	ENEMUEL MURILLO	UNIFORM PANTS - MURILLO	270
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - GARCIA L	12
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - HILLS D	12
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - LOPEZ	12
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - WHITE	12
51574304	111178	8/17/2018	BC GRAPHICS	HATS - WATER	70.98
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - BAGNALL	180
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - CORDOVA	180
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - KELM	180
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - MARTELL	180
51574304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - MURILLO	180

51574304	111181	8/17/2018	Boot Barn	BPO/BOOTS FOR RAY WHITE	16.34
51574304	111298	8/23/2018	Larry O. Garcia Jr.	Reimbursement for uniform/ work boots	9.72
51574306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	1,284.16
51574311	111104	8/9/2018	Day Auto Supply Inc	BLANKET: WATER SMALL TOOLS	73.91
51574311	111193	8/17/2018	Day Auto Supply Inc	BLANKET: WATER SMALL TOOLS	88.42
51574311	111204	8/17/2018	FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER SMALL TOOLS	19.04
51574311	111249	8/17/2018	USA Bluebook - ACCT 703717	BLANKET: WATER LINE SMALL TOOLS	189.23
51574311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	5.96
51574311	111343	8/31/2018	Day Auto Supply Inc	Roller Jack lift pads for shop	10.18
51574311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	13.34
51574314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	1.9
51574314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	2.03
51574314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	4.86
51574314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	13.34
51574314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.65
51574314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	2.06
51574314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	7.57
51574314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.51
51574314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	1.05
51574314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	5.11
51574314	111326	8/31/2018	Arizona Brake & Clutch Supply	Black nitrile gloves for Shop	7.16
51574314	111343	8/31/2018	Day Auto Supply Inc	Nitrile gloves for shop	0.79
51574314	111343	8/31/2018	Day Auto Supply Inc	Cable ties & terminals for shop	0.96
51574320	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	26.44
51574320	111112	8/9/2018	FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	68.86
51574406	111337	8/31/2018	CENTRAL ARIZONA PROJECT	ANNUAL MEMBERSHIP DUES	55,354.91
Wastewater Fund					
52575201	111095	8/9/2018	CENTURYLINK	W/WKS ALARMS-8356	58.25
52575201	111160	8/9/2018	Verizon Wireless	Cell phones	345.78
52575208	111190	8/17/2018	CUMMINS ROCKY MOUNTAIN LLC	Transfer switch repairs for WWTP Generator	1,228.80
52575209	111252	8/17/2018	WATER SHED	1 Gal distilled water for Fleet	2.9
52575209	111290	8/23/2018	JONES AUTO CENTER	BRAKE CONTROL ASSY FOR WW-7	942.07
52575209	111376	8/31/2018	Manatee Tire & Auto Inc. dba	Wheel alignment for WW-7	68.95
52575209	111399	8/31/2018	Verizon Wireless	Network Fleet GPS	63.75

52575215	111078	8/9/2018	ARIZONA PUBLIC SERVICE	ELECTRIC	24,637.65
52575302	0	8/14/2018	WALMART COMMUNITY # 0005 7118	Walmart: Blanket Op. Supplies (fan/mount) for SWWTP	29.67
52575302	0	8/14/2018	WALMART COMMUNITY # 0005 7118	Walmart - Operating Supplies for WWTP's (ruler, bungee)	79.83
52575302	0	8/14/2018	WALMART COMMUNITY # 0005 7118	Walmart: Op Supplies for both WWTP's	227.35
52575302	0	8/14/2018	HOME DEPOT CREDIT SERVICES	Home Depot - Blanket - Misc. Operating Supplies for WWTPs	503.83
52575302	111186	8/17/2018	CED CASA GRANDE #0969	Blanket PO: Misc. Operating Supplies	36.4
52575302	111186	8/17/2018	CED CASA GRANDE #0969	Blanket PO: Misc. Operating Supplies	174.15
52575302	111249	8/17/2018	USA Bluebook - ACCT 703717	Blanket: Operating Supplies for WWTP's	24.09
52575302	111252	8/17/2018	WATER SHED	BPO FOR WATER&ICE/WWSP	18.92
52575302	111281	8/23/2018	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES WWTP	6.36
52575302	111281	8/23/2018	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIESB WWTP	97.42
52575304	0	8/14/2018	WALMART COMMUNITY # 0005 7118	Walmart - Blanket: Pants/Jean's for WW Superintendent	139.86
52575304	111099	8/9/2018	Cintas Corporation Lock 696	CONTRACT #7388 UNIFORM RENTAL	2.34
52575304	111099	8/9/2018	Cintas Corporation Lock 696	CONTRACT #7388 UNIFORM RENTAL	2.34
52575304	111108	8/9/2018	ENEMUEL MURILLO	UNIFORM BOOTS 1 - MURILLO	17.5
52575304	111108	8/9/2018	ENEMUEL MURILLO	UNIFORM PANTS - MURILLO	30
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - BAGNALL	20
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - CORDOVA	20
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - GARCIA L	20
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - HILLS D	20
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - KELM	20
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - LOPEZ	20
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - MARTELL	20
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - MURILLO	20
52575304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - WHITE	20
52575304	111178	8/17/2018	BC GRAPHICS	HATS - COLLECTIONS	94.64
52575304	111181	8/17/2018	Boot Barn	BPO/BOOTS FOR RAY WHITE	27.23
52575304	111292	8/23/2018	JOY JONAS	Uniform Pant Allowance	45.07
52575304	111298	8/23/2018	Larry O. Garcia Jr.	Reimbursement for uniform/work boots	16.21
52575306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	133.34
52575311	111343	8/31/2018	Day Auto Supply Inc	Roller Jack lift pads for shop	1.7
52575311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	2.22
52575311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	9.94
52575311	111343	8/31/2018	Day Auto Supply Inc	Roller Jack lift pads for shop	16.97

52575311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	22.23
52575314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	3.18
52575314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	3.39
52575314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	8.1
52575314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	22.23
52575314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	1.08
52575314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	3.44
52575314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	12.61
52575314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.85
52575314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	1.76
52575314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	8.52
52575314	111326	8/31/2018	Arizona Brake & Clutch Supply	Black nitrile gloves for Shop	11.94
52575314	111343	8/31/2018	Day Auto Supply Inc	Nitrile gloves for shop	0.13
52575314	111343	8/31/2018	Day Auto Supply Inc	Nitrile gloves for shop	1.31
52575314	111343	8/31/2018	Day Auto Supply Inc	Cable ties & terminals for shop	1.59
52575401	111238	8/17/2018	Rural Water Association of Arizona	Annual System Membership for Wastewater Staff	375
52575402	111034	8/2/2018	JASON JOYNES	Meal per diem for RWAA	44
52575403	0	8/14/2018	Rural Water Association of Arizona	Rural Water Assoc. - Registration fees for WW Operators (2) for 27th Annual Conf.	225
52575406	111258	8/23/2018	Arizona Department of	WQL B320349 INTERIM PERMITTING	49.94
52576208	111114	8/9/2018	Geuther Electrical LLC	Elec. Repairs/Maint. for WWTP	390.37
52576209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	39.84
52576209	111104	8/9/2018	Day Auto Supply Inc	Blanket for Fleet Parts	201
52576209	111166	8/10/2018	JONES AUTO CENTER	Blanket for Fleet parts	1,898.80
52576209	111218	8/17/2018	JONES AUTO CENTER	Blanket for Fleet repairs	176.31
52576209	111272	8/23/2018	Day Auto Supply Inc	SEAT COVER FOR WW-25	32.42
52576209	111343	8/31/2018	Day Auto Supply Inc	Blanket for Fleet Parts	18.67
52576215	111087	8/9/2018	BIA	21241-electric	3,417.74
52576302	0	8/14/2018	WALMART COMMUNITY # 0005 7118	Walmart: Op Supplies for both WWTP's	151.57
52576302	0	8/14/2018	HOME DEPOT CREDIT SERVICES	Home Depot - Blanket - Misc. Operating Supplies for WWTPs	503.82
52576302	111179	8/17/2018	BEARING-BELT & CHAIN INC.	for WWTP's	133.71
52576302	111179	8/17/2018	BEARING-BELT & CHAIN INC.	for WWTP's	354.03
52576302	111186	8/17/2018	CED CASA GRANDE #0969	for WWTP's	348.4
52576302	111249	8/17/2018	USA Bluebook - ACCT 703717	Blanket: Operating Supplies for WWTP's	2,321.35
52576302	111252	8/17/2018	WATER SHED	BPO FOR WATER&ICE/WWNP	12.34


52576302	111294	8/23/2018	Kendall Acquisitions LLC dba	OXYFLOW FOR ODOR CONTROL NWWTP	458
52576304	0	8/14/2018	WALMART COMMUNITY # 0005 7118	Walmart - Blanket: Pants/J Jeans for WW Superintendent	68.89
52576304	111178	8/17/2018	BC GRAPHICS	HATS - WASTEWATER	118
52576304	111292	8/23/2018	JOY JONAS	Uniform Pant Allowance	0.01
52576304	111292	8/23/2018	JOY JONAS	Uniform Pant Allowance	45.07
52576306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	508.38
52576401	111238	8/17/2018	Rural Water Association of Arizona	Annual System Membership for Wastewater Staff	375
52576402	111034	8/2/2018	JASON JOYNES	27th Annual Leadership Conf.	44
52576403	0	8/14/2018	Rural Water Association of Arizona	Rural Water Assoc. - Registration fees for WW Operators (2) for 27th Annual Conf.	225
Customer Utility Deposits					
53219000	111004	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111006	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111007	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111018	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111021	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111022	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111023	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111026	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111028	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111035	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111036	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111037	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111038	8/2/2018	2nd Temp	Refund Sanitation Deposit	25
53219000	111041	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111044	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111045	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111046	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111051	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111056	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111062	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111064	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111065	8/2/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111088	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111105	8/9/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111113	8/9/2018	2nd Temp	Refund Sanitation Deposit	57.67

[illegible]

53219000	111344	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111349	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111350	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111354	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111356	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111357	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111362	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111363	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111364	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111366	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111368	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111369	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111370	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111372	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111381	8/31/2018	2nd Temp	Refund Sanitation Deposit	25
53219000	111384	8/31/2018	2nd Temp	Refund Sanitation Deposit	16.34
53219000	111385	8/31/2018	2nd Temp	Refund Sanitation Deposit	33.67
53219000	111386	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111387	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
53219000	111403	8/31/2018	2nd Temp	Refund Sanitation Deposit	51
Sanitation Fund					
53571201	111160	8/9/2018	Verizon Wireless	Cell phones	46.71
53571203	111266	8/23/2018	Casa Grande Valley Newspaper Inc.	RFP for Transfer Station/Landfill Ad	50.49
53571209	111252	8/17/2018	WATER SHED	1 Gal distilled water for Fleet	0.28
53571217	111055	8/2/2018	RIGHT AWAY DISPOSAL	August Institutional Billing	6,962.00
53571217	111055	8/2/2018	RIGHT AWAY DISPOSAL	August Institutional Billing	45,865.78
53571217	111142	8/9/2018	RIGHT AWAY DISPOSAL	August Residential Billing	44,269.36
53571217	111234	8/17/2018	RIGHT AWAY DISPOSAL	RAD Contact Residential additional	12.82
53571230	111338	8/31/2018	Central Az Solid Waste Inc	JULY Transfer Station Fees	438.12
53571304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - GARCIA L	2
53571304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - HILLS D	2
53571304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - LOPEZ	2
53571304	111178	8/17/2018	BC GRAPHICS	UNIFORM SHIRTS - WHITE	2
53571304	111181	8/17/2018	Boot Barn	BPO/BOOTS FOR RAY WHITE	2.72
53571306	111072	8/3/2018	WEX BANK	FUEL EXPENSE - JULY 2018	148.15
53571311	111343	8/31/2018	Day Auto Supply Inc	Blanket for Shop Tools	1
53571314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.32
53571314	111019	8/2/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.34
53571314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	0.81

53571314	111019	8/2/2018	Day Auto Supply Inc	Blanket for Shop Tools	2.22
53571314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.11
53571314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.35
53571314	111104	8/9/2018	Day Auto Supply Inc	Shop supplies for Fleet	1.26
53571314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.08
53571314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.18
53571314	111193	8/17/2018	Day Auto Supply Inc	Shop supplies for Fleet	0.85
53571314	111326	8/31/2018	Arizona Brake & Clutch Supply	Black nitrile gloves for Shop	1.19
53571314	111343	8/31/2018	Day Auto Supply Inc	Cable ties & terminals for shop	0.16
Grants					
219510403	111388	8/31/2018	SEAN P. MAHONEY	tuition reimbursement for fire school	189.5
Street Light Improvement District					
300506215	111079	8/9/2018	Arizona Public Service Company	SLIDS Electric Charges	2,405.43
301506215	111079	8/9/2018	Arizona Public Service Company	SLIDS Electric Charges	2,419.61
302506215	111079	8/9/2018	Arizona Public Service Company	SLIDS Electric Charges	2,146.78
Community Facility District					
957506217	111240	8/17/2018	SIMS MURRAY LTD	CFD matter Jan 2018	686.25
958506217	111240	8/17/2018	SIMS MURRAY LTD	CFD matter Jan 2018	686.25

1,441,719.80

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13a.
MEETING DATE: October 1, 2018 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Extension of the 2018 Greater Florence Chamber of Commerce Professional Services Agreement and Authorization of an additional \$15,000 in compensation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve a six-month extension of the Greater Florence Chamber of Commerce Professional Services Agreement, through June 30, 2019, in an amount not to exceed \$33,750.

BACKGROUND/DISCUSSION:

The Greater Florence Chamber of Commerce (“Chamber”) has a Professional Services Agreement with the Town of Florence to manage the Florence Visitors Center and McFarland State Historic Park. The services include, but are not limited to, operating the Florence Visitors Center and McFarland State Historic Park six days per week; providing visitor information; working with regional media outlets to encourage positive coverage of Florence; and coordinating six cultural programs, special events, or activities at the McFarland State Historic Park. The contract will end on December 31, 2018.

The Greater Florence Chamber of Commerce has requested the Town increase the amount paid to the Chamber by an additional \$15,000 to assist with the cost of hiring a new Executive Director. If approved, the contract will be extended through June 30, 2019, and the amount would increase from \$45,000 to \$60,000 per year.

The Greater Florence Chamber of Commerce contract with the CEO commences on October 1, 2018. The six-month extension included the increase of \$3,375 for the last quarter of 2018.

A VOTE OF NO WOULD MEAN:

A no vote will mean the Chamber's contract will terminate on December 31, 2018, and the amount of compensation will remain the same through that date and staff would begin contract negotiations immediately.

A VOTE OF YES WOULD MEAN:

The contract extension will allow the Town to work with the Chamber as well as the new CEO for four months prior to beginning negotiations for the 2019-20 contract cycle.

A yes vote will mean the Chamber's contract will be extended and they will receive an additional \$10,875 this fiscal year. This number is lower than the 15,000 requested based on the salary only be needed for 9 months of the remaining fiscal year.

FINANCIAL IMPACT:

Council contingencies would be used to fund the additional \$10,875 this fiscal year.

ATTACHMENTS:

2018 Professional Services Agreement with the Greater Florence Chamber of Commerce
Greater Florence Chamber of Commerce Request

**FIRST EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT
FOR OPERATIONAL SERVICES OF THE FLORENCE VISITORS CENTER AND
McFARLAND STATE HISTORIC PARK WITH THE
GREATER FLORENCE CHAMBER OF COMMERCE**

THIS FIRST EXTENSION is made and entered into this ____ day of October 2018, by and between the **TOWN OF FLORENCE**, an Arizona municipal corporation ("Town"), and the **GREATER FLORENCE CHAMBER OF COMMERCE**, an Arizona non-profit corporation ("Consultant"), for operational services of the Florence Visitors Center and McFarland State Historic Park ("Services"). The Town and Consultant may be referred to in this Agreement collectively as the "Parties" and each individually as a "Party".

WHEREAS, pursuant to Arizona Revised Statutes Annotated ("A.R.S.") § 9-493 and 9-500.11, Town is authorized to appropriate monies from its general fund for the purposes of improving or enhancing the economic welfare of the inhabitants of the Town, encouraging immigration, new industries and investment in the Town, and to print and distribute books, pamphlets and maps advertising the advantages of the Town; and

WHEREAS, Town desires to retain a consultant to provide operational services for the Florence Visitors Center and McFarland State Historic Park and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments; and

WHEREAS, Consultant has specialized resources, facilities and skills to perform such work; and

NOW, THEREFORE, Town agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services required according to the terms and conditions and consideration set forth below:

1. **TERM**: The term of this First Extension shall commence on **January 1, 2019** and shall continue through **June 30, 2019**.
2. **CONSULTANT'S DUTIES**: Consultant's duties are defined in the Original Agreement.
3. **COMPENSATION AND REPORTING**: In accordance with the terms and conditions of this Agreement, Town shall compensate Consultant for its professional services as follows:
 - a. The original Term of the Contact was for \$45,000, the Chamber has requested an additional \$15,000 for the salary of the Chamber CEO, bringing the total cost of the contract to \$60,000 per year. Based on the 6-month term of the First Extension the Town agrees to pay the Chamber **thirty thousand dollars**

(\$30,000) for the period from January 1, 2019 to June 30, 2019, provided Consultant meets the tasks identified and the reporting requirements as outlined in the Original Agreement. The contract includes an adjustment for the months of October, November, and December totaling \$3,750. Town of Florence agrees to pay an aggregate amount not to exceed **thirty-three thousand seven hundred and fifty dollars (\$33,750)**.

- b. The Town will provide at no cost to Consultant, office space valued at \$3,000 per year and telephone service valued at \$1,260.00. Consultant will pay \$478.00 per month for electric and water utility charges and the Town will pay any charges exceeding that amount.
- c. The Consultant will report to the Town two (2) times throughout the contract extension. The two (2) written performance ("Reports") shall be submitted no later than the following dates:
 - i. January 15, 2019 for the first report and "Annual Report"
 - ii. April 15, 2019 for the second report
- d. For each written performance Report deemed satisfactory, the Consultant is to be paid **Sixteen Thousand Two Hundred and Fifty dollars (\$16,875)**. The following items must be included:
 - i. Steps taken to achieve the goals and projects during the quarter as outlined in **Exhibit A** to the Original Agreement.
 - ii. Income Statement and Balance Sheet for the quarter.
 - iii. Other noteworthy events related to the Services.
- e. All other Terms remain unchanged and are outlined in the Original Agreement adopted on January 17, 2017.

IN WITNESS WHEREOF, the parties have caused this Frist Extension to the Original Agreement to be signed by their duly authorized representatives as of the day and year first above written.

TOWN OF FLORENCE:

**GREATER FLORENCE CHAMBER OF
COMMERCE:**

Tara Walter, Mayor

Wendy Yu, Chairman

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



September 25, 2018

Dear Madam Mayor Tara Walters,

The Greater Florence Chamber of Commerce is a vital component of growth and future of the Town of Florence as an advocate for business. It plays a vital part of not only promoting local business activity but also representing Chamber members. Unfortunately for the last couple years, the Chamber has had challenges with living up to it's potential due to some lack of direction and experienced leadership.

To properly serve the present and future business community of Florence an experienced Chamber Executive Director is necessary. The Executive Director job at small chambers like the Greater Florence Chamber is a challenging position that needs the right candidate to be successful and drive it to what it should be. They not only have to have a sound knowledge of Member Services and Advocacy but understand the importance of small-town Community Ties.

Finding a candidate that fits the qualifications is a difficult task that I know the Town understands. Finding a candidate that fits the qualifications and has experience growing Chambers in small towns makes this even more of a needle in a haystack. The Chamber Board understands this challenge and has been determined to find the right candidate to turn the Chamber into something that the Town can be proud of.

The Chamber Board has found a candidate, the proverbial needle in the haystack and needs the Town of Florence's help to make happen. Experience candidates come with financial consequences and this is no different. An experienced Chamber Executive Director with successful experience in small towns and a history in Pinal County answered our call and expressed interest in the position. His salary demands are half what he could command on the open market and understands that the position is one of growth and opportunity and not immediate compensation.

The Greater Florence Chamber of Commerce is looking to the Town of Florence City Council to help afford an experienced and proven Executive Director for the Chamber by increasing the yearly allotment from \$45,000 to \$60,000 a year. This is with the understanding that one of the first goals of the incoming Director is to not only be a service to the local businesses but also to make the Chamber self-sufficient.

A strong partnership between the Greater Florence Chamber of Commerce and the Town of Florence is critical for the success of Florence, and we hope that you will give serious consideration to our request.

Sincerely,


Wendy Yu-Kara
2018 Chairman of the Board
Greater Florence Chamber of Commerce

Greater Florence Chamber of Commerce
P.O. Box 929, 24 W. Ruggles, Florence, Arizona 85132

(520) 868-9433

FlorenceChamber@gmail.com

www.FlorenceAZChamber.com

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13b.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas Public Works Director/Town Engineer SUBJECT: Extension of Professional Services Agreement with Hazen and Sawyer for Utility On-Call Engineering Services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Professional Services Agreement Extension with Hazen and Sawyer, for Utility On-Call Engineering Services in an amount not to exceed \$175,000.

BACKGROUND/DISCUSSION:

The purpose of the Professional Services Agreement is to provide the Town with Utility On-Call Engineering Services. Utility engineering services will be funded through the task specific budget line items under the Professional Services line item.

Utility On-Call Engineering Contracts are vital to Public Works completing projects as defined in the Capital Improvement Plan (CIP) or as projects are identified. Without Utility On-Call Engineering contracts, staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

A VOTE OF NO WOULD MEAN:

The contract with Hazen and Sawyer would expire on October 3, 2018.

A VOTE OF YES WOULD MEAN:

The Town will continue to work with Hazen and Sawyer for On-Call Engineer Services until October 3, 2019.

FINANCIAL IMPACT:

The majority of work to be performed will be on budgeted CIP projects. Any additional tasks outside of CIP project will be funded through specific Professional Service line items. The item was originally approved in an amount not to exceed \$350,000. To date the Town of Florence has expended \$135,000 on task orders assigned. Staff is requesting an additional \$175,000 for the extended term of the contract.

ATTACHMENTS:

Extension Agreement
Professional Service Agreement with Hazen and Sawyer
Scope of Work

**TOWN OF FLORENCE
CONTRACT EXTENSION
FOR
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT EXTENSION ("**Contract**"), is made and entered into as of October____, 2018 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and Hazen and Sawyer ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, On October 3, 2016 the Town of Florence entered into a contract for On Call engineering services as specified in Exhibit "A", executed contract and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to continue to perform the Services as set forth in Exhibit "B" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 AGREEMENTS

All terms prescribed in the October 3, 2016 agreement remain in full force an effect pursuant to section 3.4 the Town and the Contractor mutually agree to extend the terms of the agreement by one year with the contract expiring October 3, 2019.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this ____ day of _____, 2018.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Florence Town Attorney

By: _____
Contractor

By: _____

Name: _____

Its: _____

Exhibit "B"

Scope of Work/Services

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these

services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

**TOWN OF FLORENCE
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of ^{October 3,} ~~September~~, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and Hazen and Sawyer, DPC ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order.

Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$350,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 TERM, SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

3.2 Termination

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town

terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of

this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town

will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this

Contract or any subcontract. "**Services**" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Hazen and Sawyer
1400 E. Southern Avenue, Suite 340
Tempe, AZ 85282
Attn: Curt Courter

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF"

signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim

against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30th. The Town's Council approves all budget requests. If a specific funding request is not

approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein

naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

6.0 SEVERABILITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this 3 day of October, 2016.

TOWN OF FLORENCE

By: Tom J. Rankin
Tom J. Rankin, Mayor

By: Tom J. Rankin

Name: _____

Its: Mayor

ATTEST:

[Signature]
Lisa Garcia, Town Clerk

By: Hazen and Sawyer
Contractor

By: Kevin L. Alexander

Name: Kevin L. Alexander, PE

Its: Vice President

By: Curtis D. Courter

Name: Curtis D. Courter, PE

Its: Senior Associate

Approved as Form:

Clifford Mattice
Clifford Mattice, Florence Town Attorney

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.


The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these

services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13c.
MEETING DATE: October 1, 2018 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, Public Works Director SUBJECT: Professional Services Agreement Extension with WestLand Resources Inc. for Utility On-Call Engineering Services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve Professional Services Agreement Extension with WestLand Resources, Inc., for Utility On-Call Engineering Services, in an amount not to exceed \$175,000.

BACKGROUND/DISCUSSION:

The purpose of the professional services agreement is to provide the Town with Utility On-Call Engineering Services. Utility engineering services will be funded through the task specific budget line items under the Professional Services line item.

Utility On-Call Engineering Contracts are vital to Public Works completing projects as defined in the Capital Improvement Plan (CIP) or as projects are identified. Without Utility On-Call Engineering contracts staff would have to be involved in writing a project specific Request for Statement of Qualifications (RSOQ), be involved in a selection process, and eventually an award through the Council. This process multiplied by the number of Capital Improvement Projects would require a great deal of time from staff, time which would better be used on the projects.

Staff has identified funding for each of these projects in the current fiscal year CIP or under the Professional Services line item as needed.

A VOTE OF NO WOULD MEAN:

The contract with WestLand Resources Inc. would expire on October 3, 2018.

A VOTE OF YES WOULD MEAN:

The Town will continue to work with WestLand Resources Inc. for On-Call Engineer Services until October 3, 2019.

FINANCIAL IMPACT:

The majority of work to be performed will be on budgeted CIP projects. Any additional tasks outside of CIP project will be funded through specific Professional Service line items. The item was originally approved in an amount not to exceed \$350,000. To date the Town of Florence has expended is approximately \$220,000 on task orders assigned. Staff is requesting an additional \$175,000 for the extended term of the contract.

ATTACHMENTS:

Extension Agreement
Professional Service Agreement with WestLand Resources, Inc.
Scope of Work

**TOWN OF FLORENCE
CONTRACT EXTENSION
FOR
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT EXTENSION ("**Contract**"), is made and entered into as of September____, 2018 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town** "), and WestLand Resources, Inc. ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, On October 3, 2016 the Town of Florence entered into a contract for On Call engineering services as specified in Exhibit "A", executed contract and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to continue to perform the Services as set forth in Exhibit "B" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 AGREEMENTS

All terms prescribed in the October 3, 2016 agreement remain in full force an effect pursuant to section 3.4 the Town and the Contractor mutually agree to extend the terms of the agreement by one year with the contract expiring October 3, 2019.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this ____ day of _____, 2018.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS FORM:

Clifford L. Mattice, Florence Town Attorney

By: _____
Contractor

By: _____

Name: _____

Its: _____

Exhibit "B"
Scope of Work/Services

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.

The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
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services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

**TOWN OF FLORENCE
ON CALL SERVICES CONTRACT**

THIS ON CALL SERVICES CONTRACT ("**Contract**"), is made and entered into as of ~~October~~ September 3, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and WestLand Resources, Inc. ("**Contractor**"). The Town and the Contractor may be referred to in this Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to contract for On Call engineering services as specified in Exhibit "A", and individual Task Orders issued by the Town ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested Services;

WHEREAS, Contractor has agreed to perform the Services as set forth in Exhibit "A" and as set forth in individual Task Orders issued by the Town attached hereto and incorporated herein;

WHEREAS, Contractor agrees that this Contract is entered into by the parties pursuant to the Town's issuance of a Request for Statement of Qualifications: On Call Engineering Services (OCES-052516) and/or On Call Utility Engineering Services (OCUES-052516) (the "RSQ") and subsequent award by the Town (collectively the "Solicitation") and all terms and conditions of the Solicitation are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION, PERFORMANCE

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit "A", and as set forth in individual Task Orders (collectively the "Services"). This Contract includes this agreement, including any attachments, the RSQ and Solicitation documents, and any Task Orders that may be issued as agreed to by the parties to implement the Services requested by the Town. The term Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Task Order. Contractor shall perform the Services in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and the standard of care for like professionals in the same geographic area. Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for the engineering services which will be defined and further described as to specific project requirements in each Task Order.

Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in Exhibit "A" or the Task Order(s). Nothing contained herein shall be construed as requiring Town to issue any Task Order, nor requiring Contractor to accept any Task Order, it being the intent that both parties must mutually agree to any specific Services before a Task Order may be issued. The amount paid to Contractor under this Contract, including reimbursable expenses, **shall not exceed \$350,000.00.**

1.2 Performance. Performance of the Services shall be undertaken only upon the issuance of written Task Orders by the Town. Task Orders shall contain: (a) Contract number along with Contractor's name; (b) Task Order number and date; (c) The agreed Services and applicable technical specifications; (d) The agreed period of performance and, if required by Town, a work schedule; (e) The place of performance; (f) The agreed total price for the Services to be performed; (g) Submittal requirements; (h) Town's authorized representative who will accept the completed Services; (i) Signatures by the parties hereto signifying agreement with the specific terms of the Task Order; and (j) Any other information as may be necessary to perform and accept the Services. All Services under the Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings provided by Contractor. Contractor shall be responsible for coordinating the Services with the Town's Public Works Director and other departments or agencies within the Town, other engineering professionals and other contractors involved in any project under a Task Order. Contractor shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings. Task Orders may be amended by Town in the same manner as they are issued.

1.3 Acceptance, Documentation.

1.3.1 Each deliverable shall be reviewed and approved by the Public Works Director, or his designee, to determine acceptable completion. Final Completion of the Services shall be deemed to have occurred on the later of the dates that the work passes a final completion inspection and acceptance by the Public Works Director. Final Completion shall not be deemed to have occurred and no final payment shall be due the Contractor or any of its subcontractors or suppliers until the work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Town by the Contractor.

1.3.2 The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.3.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Public Works Director before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE, PAYMENTS AND LICENSE

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted to the Public Works Director by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in Exhibit "A", and the individual Task Order approved by the Town. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Contractor shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Contractor's performance, nor does payment constitute a waiver of any rights or claims by the Town.

2.2 Categories of Services. Services means in response to Task Orders, including Exhibit "A", that may be mutually agreed upon and issued periodically by the Town. Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Sections 1.1, 2.1, Exhibit "A" and individual Task Orders approved by the Town represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. As a necessary precondition to any payment under the Contract, the Town may require Contractor to provide such certifications, lien waivers, and proofs of performance, costs and/or percentage of completion as may be reasonably required by the Town to ensure that payment is then due and owing pursuant to the payment terms set forth in this Contract.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 TERM, SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule(s) attached in Exhibit "A", and any individual Task Order approved by the Town.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) calendar days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. Town may terminate performance of the Services under this Contract, in whole or, from time to time, in part, if Town determines termination is in Town's interest. Town shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the Town, Contractor shall immediately proceed to stop work as specified in the notice and place no further subcontracts or orders. In the event the Town

terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Town's Right to Terminate. The rights and remedies of the Town in this section 3 are in addition to any other rights and remedies provided by law or under this Contract.

3.4 Contract Term. The term of this Contract shall commence on the Effective Date and shall continue for a period of two (2) years thereafter in accordance with the terms and conditions of this Contract. By mutual written contract amendment, the Contract may be extended for an additional period of up to one (1) year. Task Orders may be issued at any time during the term of this Contract. This Contract shall remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Public Works Director or designee. The Contract Administrator shall oversee the execution of

this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including, but not limited to, attorney's fees, court costs, the costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, cost of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute, and the cost of appellate proceedings), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town

will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this

Contract or any subcontract. "**Services**" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: WestLand Resources, Inc.
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
Attn: Thomas A. Martinez, P.E., Vice President

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Public Works Director

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Compliance. Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary business licenses for complying with any applicable Federal, State, County and Town laws, codes and regulations in connection with the execution of the Services and this Contract. The responsible party for identifying, applying for, and obtaining permits, including payment of permit fees, required for construction of any work designed by the Contractor will be defined by the individual Task Orders executed under this Contract.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the parties. The parties agree that this Contract may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF"

signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the parties is binding upon the parties.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit "A" and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its Mayor and Council members and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “neutral”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim

against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.27 Time. Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits or Task Orders thereto, Contractor shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Contractor shall promptly respond (and in no event more than 10 calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the Town to timely respond to the Contractor or other parties involved in the Services, and so as to not delay the Services.

4.28 Cooperative Use of Contract. In addition to the Town of Florence, and with the approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Payment for purchases made under this Contract will be the sole responsibility of each eligible political subdivision. The Town shall not be responsible for any disputes arising out of transactions made by others.

4.29 Quality/Special Features. Contractor is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiarize itself with the special and/or unique qualities and/or requirements of the Services and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

4.30 Use of Documents. Upon execution of the Contract, the Contractor and all engineering professionals and sub-consultants working under or for Contractor, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Contractor pursuant to this Contract (the "Instruments of Service"), for the purposes of construction and completing any Services, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Services or any portion thereof (including making derivative works from Contractor's Instruments of Service), or for construction of the same type of Services at other locations, by the Town, and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other engineering professionals. The license granted hereunder shall include all things included in the definition of "Architectural Works" as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Contractor shall obtain, in writing, similar non-exclusive licenses from its engineering professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Contract and the completion of Services. Upon completion of the Services and/or termination of the Contract for any reason, Contractor shall deliver to the Town full-sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Contractor, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Contractor by the Town in relation to the Contract and the Services, and Contractor shall not utilize any such material in relation to any other work or project.

4.31 Funding. Any contract entered into by the Town, including this Contract and any Task Orders, is subject to funding availability. The fiscal years for the Town are July 1 to June 30th. The Town's Council approves all budget requests. If a specific funding request is not

approved, the contract, including this Contract and any Task Orders, shall be terminated automatically.

4.32 Construction. The terms and provisions of this Contract represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or earlier draft of the same.

4.33 Survival. All representations and indemnifications by Contractor shall survive the completion, expiration or termination of this Contract.

4.34 Completeness and Accuracy. The Contractor shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all Services done pursuant to the Contract including, but not limited to, the work product, reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Contractor's obligations under this Contract and any Task Order and shall correct at Contractor's expense all errors or omissions which may be discovered therein. Town's acceptance or approval of the Contractor's Services shall in no way relieve Contractor of any of Contractor's responsibilities hereunder.

4.35 Incorporation by Reference. All exhibits and Task Orders are fully incorporated herein as though set forth at length herein.

4.36 Project Communications/Contract Administrator. The Town's Public Works Director shall be the Contract Administrator designated by the Town. All communications concerning the performance of the Services shall be provided to the designated Contract Administrator. Communications may be exchanged by e-mail upon the written agreement of the Contract Administrator, but e-mail communications are not binding upon the Town and cannot change the terms of the Contract or the scope of Services, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails shall have no legal or binding effect.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the insurance requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein

naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions Liability, and this shall be reflected on the Certificate of Insurance and Endorsements. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions Liability, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds and shall specify that any insurance coverage carried or self-insurance by the Town, any department or employee shall be excess coverage and not contributory insurance to that provided by Contractor. The Town reserves the right to continue payment of premium for which reimbursements shall be deducted from amounts due or subsequently due the Contractor. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of the Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.5 Use of Subcontractors. If any of the Services under this Contract is subcontracted in any way, Contractor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and Endorsements verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal Endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations and Contractual Liability Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services under this Contract and shall also maintain Employer's Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability Contractor shall maintain Professional Liability Engineering and Consulting insurance covering acts, errors, mistakes, omissions and other acts arising out of Services performed by Contractor, its employees, sub-consultants and agents. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Solicitation documents, or any Task Orders, in which case such higher limits shall apply.

6.0 **SEVERABILITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this 3 day of October, 2016.

TOWN OF FLORENCE


By: Tom J. Rankin
Tom J. Rankin, Mayor

By: Tom J. Rankin

Name: _____

Its: Mayor

ATTEST:



Lisa Garcia, Town Clerk

By: WESTLAND RESOURCES, INC.
Contractor

By: Thomas A. Martinez

Name: Thomas A. Martinez, P.E.

Its: Vice President

Approved as Form:



Clifford Mattice, Florence Town Attorney

SCOPE OF SERVICES

I. INTRODUCTION

The Town of Florence is interested in seeking professional and technical services for a broad range of services throughout the Town. The entities selected will work with Town Staff in evaluating and developing strategies as well as implementing projects to improve overall conditions throughout the Town in various departments.

II. BACKGROUND

GENERAL

The Town of Florence intends to establish an on call list of companies who may be contracted to perform professional and technical services for planning, design, construction management, and inspection services to assist the Town in achieving the goals of the approved Capital Improvement Program (CIP). It is the Town's intent to hire a consultant or consultant team, through the series of task assignments.

Any contract is subject to the approval of the Town Council. All projects are subject to the availability of funding. All contracts will be with the Town of Florence. During the term of the contract, the Town reserves the right to cancel the contract at its sole discretion and/or solicit and contract with other firms on the on call list. The selected firms must carry Professional Errors and Omissions and Liability insurance coverage in accordance with the Town's requirements.

III. SCOPE OF WORK

The Town of Florence is responsible for Town facilities and infrastructure. The Town of Florence CIP program is focused on maximizing Town assets.


The selected firm may be required to perform general engineering and technical services as follows:

1. Project Development Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including:
 - a. Conferring with the Town of Florence on project requirements, public outreach finances, schedules, early phases of the projects and other pertinent matters, and meeting with other concerned public agencies on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design, including:
 - a. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; surveying; performing geotechnical engineering studies; and conducting environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications and cost estimates.
 - e. Preparing Bid Documents and Evaluating Bids
 - f. Preparing construction safety plans.
 - g. Printing and providing necessary copies of engineering drawings, contract documents, specifications, and reports.
 - h. Obtaining all permits.
3. Construction Phase. This includes all activities necessary to oversee construction of the project, including:
 - a. Assisting the Town in advertising and securing submittals, negotiating for construction services, analyzing submittal results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. Onsite construction management and/or construction inspection involving the services of part time or full-time resident engineer(s), inspectors(s), or manager(s) during the construction or installation phase of a contractor.
 - c. Providing consultation and advice to the Town during all phases of construction.
 - d. Representing the Town at preconstruction conferences.
 - e. Inspecting work in progress periodically (or full time as deemed necessary) and providing appropriate reports to the Town.
 - f. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design documents.
 - g. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - h. Preparing and negotiation of change orders and supplemental agreements.
 - i. Observing or reviewing performance tests required by specifications.
 - j. Preparation of as-builts and record drawings.
 - k. Determining amounts owed to contractors and assisting the Town in the preparation of payment requests.
 - l. Making final inspections and submitting final documents to regulatory agencies.
4. Special Services. The development of some projects may involve special activities or studies. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these

services may be performed by the principal consultant. Some examples of special services that might be employed for the projects include, but are not limited to, the following:

- a. Soils investigations, including core sampling, laboratory tests, related analysis, and reports.
- b. Detailed factory, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.
- e. Photogrammetric surveys.
- f. Expert witness testimony in litigation and administrative proceedings involving specific projects.
- g. Project feasibility studies.
- h. Preliminary Engineering Reports and Technical Assistance Studies.
- i. Public information and communications.
- j. Assist the Town in the preparation of necessary applications for local, State, or Federal funding opportunities.
- k. Assist in preparation and updating annual CIP or Infrastructure Improvement Plan.
- l. Preparation of property maps, ALTA Surveys, and Title Research.
- m. Preparation of permit applications and associated proceedings for regulatory agencies.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13d.
MEETING DATE: October 1, 2018 DEPARTMENT: Fire Department STAFF PRESENTER: David Strayer, Fire Chief SUBJECT: Agreement with Air Methods Corporation for the utilization of the helipad at Fire Station 541		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of the Air Methods Corporation, non-exclusive, Revocable License Agreement for the utilization of the helipad at Fire Station 541.

BACKGROUND/DISCUSSION:

The Town of Florence Fire Department serves as the first responder for the emergency needs of the Town. Air Methods Corporation serves as a responder transport helicopter that provides assistance to the Town's Fire Department paramedic staff on-scene of an incident as well as transportation to the nearest, most appropriate medical facility. All helicopters utilized for emergency medical transportation are equipped, maintained, and operated in accordance with the laws of the State of Arizona and the rules and regulations of Development Health Services (DHS). The purpose of this agreement is to provide a location for the storage of a helicopter at the helipad at Florence Fire Station 541. This need has surfaced due to the recent closing of the Florence Anthem Hospital and is necessary to maintain the current level of emergency medical services for the citizens of the Town of Florence. The contract period for this agreement is through June 30, 2019.

A VOTE OF NO WOULD MEAN:

The Town would not allow Air Methods Corporation to utilize the helipad at Fire Station 541. This could potentially result in longer response times for air-ambulance emergency medical service (EMS) transportation calls in Florence.

A VOTE OF YES WOULD MEAN:

The Town would allow Air Methods Corporation to utilize the helipad at Fire Station 541. This would allow current levels of EMS air-transportation service to continue.

FINANCIAL IMPACT:

Under the terms of this agreement, the Town of Florence will collect a fee \$500 per month from Air Methods Corporation.

ATTACHMENTS:

Agreement

**AIR METHODS CORPORATION NON-EXCLUSIVE,
REVOCABLE LICENSE AGREEMENT**

1. **PARTIES:**

This Non-Exclusive, Revocable License Agreement (the "Agreement" or "License"), is entered into this _____ day of _____, 2018 (the "Effective Date"), between the TOWN OF FLORENCE, an Arizona municipal corporation (the "Licensor" or "Town"), and AIR METHODS CORPORATION, a Delaware corporation (the "Licensee"). The Town and Licensee are sometimes referred to in this License collectively as the "Parties" and each individually as a "Party".

2. **RECITALS:**

2.1. Town owns and operates Fire Station No. 1 ("Fire Station", "Licensed Area", or "Property") in the Town of Florence and desires to make a portion of the real property and improvements of the Property, including the Northernmost portion of the helipad, available for use by the Licensee; and

2.2. Town and Licensee have discussed the joint benefits to be derived by the Town permitting the Licensee to use the Northernmost portion of the helipad located at the Fire Station for the operation of an air ambulance service, and the Parties agree that it is in their mutual best interest to enter into this Agreement outlining the terms and expectations for this use; and

2.3. Licensor, as operator of the Fire Station, has control of the Property. Licensee desires to license from Licensor on a revocable, non-exclusive basis the Property; and

2.4. It is in the best interests of the Town to grant a license for Licensee to use helipad space temporarily for housing and storage of a rotor wing aircraft and emergency equipment; and

2.5. Licensee understands and agrees that Licensor may also grant a non-exclusive, license of the Licensed Area to unrelated third parties for the same or different uses from the Use (as defined below) (the "Third Party Licenses"), so long as such additional licenses do not impede Licensee's ability to fulfill its needs under this License; namely, use of a helipad for take-off, landing and parking, and storage of medical equipment; and

2.6. Licensor is willing to grant Licensee and Licensee is willing to accept a revocable, non-exclusive, License to use the Licensed Area on the terms and subject to the conditions set forth below.

2.7 Licensee agrees to only land one aircraft at a time on the helipad and to land aircraft only on the helipad, unless otherwise permitted or authorized by the Licensors.

3. AGREEMENTS:

NOW, THEREFORE, in consideration of the promises and representations, covenants and mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

3.1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated as agreements of the Parties.

3.2. GRANT OF NON-EXCLUSIVE LICENSE. Licensors hereby grants Licensee a revocable, non-exclusive license to use the Licensed Area subject to the terms and conditions of this License and solely to operate an air ambulance service, including use of the Northernmost portion of the helipad at the Fire Station and storage of necessary equipment (including oxygen tanks) for the purpose of emergency services operations performed on a 24-hour, per-day basis (the "Use").

3.3. USE OF LICENSED AREA AND LICENSEE'S RESPONSIBILITIES.

3.3.1. Licensed Area. The "Licensed Area" shall be an area located within and around the Town's Fire Station No. 1 and shall include: a) the Northernmost portion of the helipad located at the Fire Station necessary for operating an air ambulance service and uses which are necessary for such operation and which are not excluded by this License; b) space allocated at the Fire Station to store required medical equipment, including oxygen tank/s; and c) vehicle parking areas, common walks, drives as designated by the Florence Fire Chief which are available on a first come, first served basis. The exact location of the Licensed Area within and around the Fire Station shall be subject to the approval of the Florence Fire Chief, or his designee, in his sole and absolute discretion. The Parties acknowledge and agree that by virtue of the physical layout of the Fire Station, the Licensee may be permitted to the non-exclusive use of various "Common Areas" of the Fire Station. Common Areas shall not include any designated office space of the Fire Captains or any law enforcement personnel. The designation and use of such Common Areas may be agreed upon by the Licensee and the Florence Fire Chief and the Florence Police Chief, if related to law enforcement operations. The Licensee shall have no access to Licensors' Emergency Medical Service ("EMS") supply area(s). The Licensee shall use the Licensed Area only for the purpose of emergency services operations.

3.3.2. Use. Licensee shall use the Licensed Area solely for operation of an air ambulance service, associated crew, and necessary equipment, and for no other purpose without Licensors' prior written consent, which consent may be withheld in Licensors' sole and absolute discretion. Licensee hereby accepts the

Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances and regulations governing and regulating the use of the Property and accepts this License subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Licensee acknowledges that neither Licensors nor Licensors's agents have made any representation or warranty as to the suitability of the Licensed Area for the conduct of Licensee's business. Licensee acknowledges that its use of the Licensed Area described herein is revocable and non-exclusive, and that the Licensed Area will also be used by the Town as a fire station, and for other municipal and governmental purposes as determined by Town.

3.3.3. Signs. Licensee shall place no signs, flags, or posters or other advertising or promotional materials on the Property, on the exterior of the building in which the Licensed Area are located, or in the windows of the Licensed Area without having obtained Licensors's prior written consent, which consent may be withheld at the sole discretion of the Licensors.

3.3.4. Keeping Premises Clean. Licensee agrees to assist in keeping the Licensed Area inside and outside clean and neat at all times, including sidewalks, parking areas and front and rear yards.

3.3.5. Alterations and Additions. Alterations and additions may not be made to the Licensed Area without the prior written consent of the Licensors, which consent may be withheld in Licensors's sole and absolute discretion. Any alteration or addition to the Licensed Area shall become part of the realty and shall belong to the Town upon termination or expiration of this License. Storage of equipment that is freestanding and not mounted to any wall shall remain the property of the Licensee and shall be removed upon expiration of this License or earlier termination thereof.

3.3.6. Liens Created by Licensee. Licensee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the property on which the Licensed Area is located or other estate or reversion of the Licensors in the Licensed Area or upon any building or improvement thereon, and should any such lien be filed, the Licensee, at its sole cost and expense, shall bond or otherwise discharge the same within ten (10) calendar days after the filing thereof.

3.3.7. Prohibition Against Licensee. Licensee shall not, at any time, without first obtaining the Licensors's express written consent, which consent may be withheld in Licensors's sole and absolute discretion: a) Perform any act or carry on any practice which may damage, mar or deface the Licensed Area, the building in which the Licensed Area is located, or the property on which the Licensed Area is located; b) Install, operate or maintain in the Licensed Area any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Licensors, in Licensors's sole and absolute discretion.

3.3.8. Compliance with Laws. Licensee, at Licensee's sole cost, shall comply with all laws, ordinances, orders and regulations of any governmental authority, including those adopted by the Florence Fire Chief, whether now or hereafter in effect, with respect to the use of the Licensed Area for the Use.

3.4. TERM.

3.4.1. Term. Except as provided in this License, the "Term" of this License shall commence on the Effective Date and shall automatically terminate on **June 30, 2019**, unless earlier terminated.

3.4.2. Early Termination by Licensee or Licenser. Any provision of Subparagraph 3.4.1. to the contrary notwithstanding, Licenser and Licensee have the right to terminate, suspend or abandon this Agreement for cause or convenience. Licenser and Licensee may terminate this Agreement, or any part thereof for their sole convenience, at any time without penalty or recourse, by providing at least sixty (60) days' prior written notice.

3.5 FEE. In consideration for this License, the Licensee shall pay to Licenser on a monthly basis (or pro-rated amount based on the occupied use by the Licensee) Five Hundred and 00/100 (\$500.00) on the first day of each month during the Term as a fee for use of the Licensed Area (the "Monthly Fee"). Monthly license payments due herein are due and payable on the first day of each month without setoff or deduction, notice or demand, and shall be sent by check to the following address: Finance Department, 775 North Main Street, Florence, AZ 85132. A late charge of Three Hundred Dollars (\$300.00) shall be added to each payment received by Licenser ten (10) calendar days after said payment becomes due and payable. Licenser shall be responsible for the payment of all fees associated with the use of water, gas, electricity, sewer/septic, telephone, cable/internet and any other public utilities furnished to the Licensed Area, the cost of which is included in Licensee's Fee payment. The Parties represent that in entering into this License, they have bargained at arm's length, that the amounts paid as a Fee are fair market value taking into account the geographic location and facts and circumstances of the market and that this License is entered into in furtherance of the purpose operating an air ambulance service.

3.6. RULES AND REGULATIONS. Licensee shall use and maintain the Licensed Area in accordance with Licenser's rules and regulations, which are provided to Licensee.

3.7. SALES/USE TAXES. Licensee shall pay all privilege, use, sales, gross proceeds, government property lease excise taxes or like taxes, now or hereafter levied, assessed or imposed by any governmental authority upon any fee, use or other payments required to be paid by Licensee hereunder. Licensee shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. section 42-6201 et. seq. or similar laws in force from time to time and the Town of Florence shall have no responsibility whatsoever for such excise taxes. Pursuant to

A.R.S. section 42-6206 failure by Licensee to pay any such tax after notice and opportunity to cure is an event of default that may result in divesting the Licensee of any interest in or right of occupancy of the Licensed Area.

3.8. INSURANCE.

3.8.1. General. Licensee agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town of Florence. Failure to maintain insurance as specified may result in termination of this Agreement at Town of Florence's sole option. The Licensee is primarily responsible for the risk management of its Use under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement. Licensors shall have the right to review and agree to any new insurance requirements or, if it does not agree, to terminate the lease upon thirty (30) days prior notice. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming the Town and Licensee as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be primary insurance with respect to all available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Licensee waives all rights of subrogation or similar rights against the Town, its Mayor, council members, officials, representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Agreement, Town of Florence, its Mayor and council members, agents, representatives, officers, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement. All Risk Insurance. Licensee shall not commit or permit any acts on or about the Licensed Area which may in any way impair or invalidate any All Risk Insurance.

3.8.2. Aviation and Personal Property Insurance. During the Term, Licensee, at Licensee's sole cost, shall obtain extended coverage insurance for Licensee's personal property, if any, brought by or used by Licensee on or about the Licensed Area during the Term. Additionally, Licensee shall obtain aviation commercial general liability insurance against claims for property damage and bodily injury, including death in such form and subject to such deductions and exceptions as Licensors may determine in an amount not less than \$5 million per occurrence.

3.8.3. Liability Insurance. Licensee shall provide coverage with limits of liability not less than those stated below:

Minimum Scope and Limits of Insurance: Licensee shall provide coverage with limits of liability not less than those stated below.

Aviation Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and contractual liability

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

The Policy shall be endorsed to include the following additional insured language:

“The Town of Florence, its Mayor and council members, agents, volunteers, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Licensee”.

Policy shall contain a waiver of subrogation against the Town of Florence, its departments, agencies, boards, commissions, and its officers, officials, representatives, volunteers, agents and employees for losses arising from work performed by or on behalf of the Licensee.

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: “The Town of Florence, its Mayor and council members, agents, volunteers, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Licensee, involving automobiles owned, leased, hired or borrowed by the Licensee”

Workers Compensation and Employer’s Liability

Workers Compensation	Statutory Employers’ Liability
Each Accident	\$1,000,000
Disease – Each Employee	\$ 500,000

Disease – Policy Limit

\$1,000,000

Policy shall contain a waiver of subrogation against the Town of Florence, its departments, agencies, boards, commissions, and its officers, officials, volunteers, agents and employees for losses arising from work performed by or on behalf of the Licensee.

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under §A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Insurance Requirements: The policies (with the exception of the Workers Comp policy) are to contain, or be endorsed to contain, the following provisions:

The Town of Florence, its department, agencies, boards, commissions, and its officers, officials, agents and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Licensee even if those limits of liability are in excess of those required by the Agreement, subject to all terms, exclusions and conditions of such policy.

The Licensee's insurance coverage shall be primary insurance with respect to all other available sources.

The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Licensee shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

Notice of Cancellation: Licensee agrees to provide Licensor with no less than thirty (30) days prior written notice of cancellation, nonrenewal, or expiration of the coverage (except ten (10) day notice for nonpayment of premium). The Auto and Workers Compensation policies shall be endorsed to provide to the Licensor thirty (30) days prior notice of cancellation of non-renewal pursuant to all policy terms and conditions.

Acceptability of Insurers: Insurance is to be placed with an AM Best, Inc. rating of B ++6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) The Town in no way warrants that the above required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

Verification of Coverage: Licensee shall furnish the Town with certificates of insurance including copies of all applicable endorsements as required by this Agreement. 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 Town before the Use commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of the Use

under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal, is a material breach of contract.

Subcontractors: Licensee's certificate(s) shall include all subcontractors as insureds under its policies or Licensee shall furnish to the Town separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Town, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. Licensor shall have the right to review and agree to any new insurance requirements or, if it does not agree, to terminate the lease upon thirty (30) days prior notice. The Licensee shall require any and all subcontractors to maintain insurance as required herein naming Town and Licensee as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and Endorsements. The Licensee's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Licensee shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, License waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require certificates of insurance and all endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.9 **Licensor's Insurance Obligations.** Licensor, at its own cost and expense, shall take out or cause to be taken out, and keep or cause to be kept, in full force and effect during the whole of the term:

- i. **Property Insurance:** for cover on the Licensed Area, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Licensor may determine. Such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situated.

- ii. Workers' Compensation Insurance: for Licensors' employees, as required by law, at all times. Licensor agrees to ensure agents, contractors, invitees, licensees or anyone for whose safety Landlord is responsible for is appropriately covered by Licensor's workers' compensation insurance or said individual's employer's workers' compensation insurance as required by law.

Licensor waives any right of subrogation against Licensee.

3.9. REPAIRS TO LICENSED AREA.

3.9.1. Licensee's Repairs. Licensee, at Licensee's sole cost, shall promptly repair any damage to the Property, or the Licensed Area resulting from the Licensee's Use, normal wear and tear excluded.

3.9.2. Licensor's Repairs. Licensor, at its own cost and expense, shall maintain, repair, and make replacements required for satisfactory use of any improvements on and/or serving the Licensed Area, including the helipad. Licensee will promptly give Licensor written notice of any known defect or need for repairs, after which Licensor will have reasonable opportunity to make repairs or cure the defect. Licensor will also furnish grounds maintenance and refuse removal services for the Licensed Area.

3.9.3. The Walk Through. At least 48 hours prior to the end of the Term, Licensor and Licensee shall conduct a joint "walk through" of the Property and the Licensed Area with the object of preparing a jointly prepared "punch list" of those items, if any, which are to be repaired by Licensee, at Licensee's sole cost, resulting from the Use (the "Repair Items").

3.9.4. Survival. Licensee's obligations under this Paragraph 3.9 shall survive the expiration or earlier termination of this License and, in this regard at a mutually agreed upon time not to exceed thirty (30) calendar days after the termination or expiration of the Term, Licensee shall cause the Repair Items to be completed to Licensor's reasonable satisfaction by a contractor licensed in Arizona and acceptable to Licensor in Licensor's reasonable discretion.

3.10. INDEMNITY AND RELEASE.

3.10.1. Indemnity. Licensee and Licensor shall and do hereby agree to indemnify, defend and hold each other and their respective (as applicable) Mayor, officers, council members, affiliates, representatives, volunteers, agents and employees (collectively the "Indemnitees") harmless from and against all third-party liabilities, obligations, losses, damages, actions, fines, penalties, claims, suits, costs, charges and expenses, including but not limited to reasonable attorneys' fees and professional, expert or consultant fees solely caused by or arising out of the Parties'

respective negligence or willful misconduct related to: (i) this License; (ii) failure to comply with the provisions of any federal, state, or local statute, ordinance, or regulation; (iii) breach of the License; or (iv) any use of the Property and Licensed Area by the Parties or their participants, employees, customers, agents, invitees, licensees, or guests.

3.10.2. Defense. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any claim referred to in Paragraph 3.10.1, the indemnifying party shall, at its sole cost and upon at least 10 calendar days' written notice from the indemnified party defend the same with counsel acceptable to the indemnified party, in the indemnified party's sole discretion. It is agreed that the indemnifying party will be responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. Insurance provisions set forth in this License are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section 3.10 shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions set forth in this License. The obligations and waivers under this section 3.10 shall survive the expiration or earlier termination of this License.

3.10.3. Release. Neither Party will be liable to the other to the extent a claim arises from the other party's gross negligence, willful misconduct, or breach of this License.

3.10.5. Survival. The Parties' obligations and waivers under this Paragraph 3.10 shall survive the expiration or earlier termination of this License for a period of three years.

3.11. ACCEPTANCE OF LICENSED AREA. Licensee has examined the Licensed Area, and Licensee hereby accepts the Licensed Area "as is" and "where is" and Licensee shall and does hereby waive all claims Licensee, now or hereafter may have, against Licensor arising out of or in any way attributable to the physical status or condition of the Licensed Area. Licensee acknowledges that Licensor has not made any representations or warranty, express or implied, as to the suitability of Licensed Area for the Use.

3.12. DEFAULTS/REMEDIES.

3.12.1. Events of Default. An Event of Default by Licensee shall exist upon the occurrence of any of the following: (i) the nonpayment of any undisputed sums on its stated date due; or, (ii) the nonperformance by Licensee of any other covenant or condition set forth herein, which shall not be fully cured, within 30 days after Licensee's receipt of written notice from Licensor of Licensee's nonperformance. An Event of Default by Licensor shall exist upon nonperformance by Licensor of any covenant or condition set forth herein, which shall not be fully cured, within 30 days after Licensor's receipt of written notice from Licensee of Licensor's nonperformance.

3.12.2. Remedies for Licensors. Upon Licensee's default, Licensors may, at Licensors's option:

3.12.2.1. immediately terminate this License;

3.12.2.2. re-enter and take exclusive possession of Licensed Area by legal proceeding or otherwise;

3.12.2.3. in the event of any re-entry, Licensors may remove all persons from Licensed Area and Licensors may remove all of Licensee's property located on or about the Licensed Area, with the exception of aircraft;

3.12.2.4. re-entry of the Licensed Area shall be construed as an election by Licensors to terminate this License;

3.12.2.5. Licensee shall and does hereby waive all claims or demands that may be caused by Licensors on re-entering and retaking possession of the Licensed Area as hereinabove provided and all claims and demands for damages or loss of property belonging to Licensee or any other person that may be on or about the Licensed Area at the time of such re-entry;

3.12.2.6. in addition to Licensors's rights upon default specified herein, Licensors shall be entitled to all other rights provided in law or equity. The various rights, options or remedies of Licensors contained in this License shall be cumulative and no one of them shall be construed as exclusive of any of the others; and,

3.12.2.7. all undisputed sums which are due and payable in accordance with this License and which are not paid in full on or before their due date shall thereupon bear interest at 10% per annum until paid in full.

3.12.3 Remedies for Licensee. In the event that Licensors defaults under the terms of this License, Licensee shall give Licensors written notice specifying the nature of the default and Licensors shall have thirty (30) days after receipt of such notice to cure said default. Any default by Licensors which shall continue uncured shall give Licensee the right to terminate the License in addition to all available rights or remedies, in law or in equity.

3.13. ENTRY RESERVED BY LICENSORS. Licensors and Licensors's agents, at all reasonable times during the Term, may enter the Licensed Area. Licensors will attempt to minimize any interference with Licensee's use of the Licensed Area. Licensee shall not interfere in any way with the Licensors's entry on the Licensed Area.

3.14. MISCELLANEOUS PROVISIONS.

3.14.1. Security Monitoring. Licensors shall pay for all security monitoring, if any, serving the Licensed Area during the Use Period.

3.14.2. Surrender of Licensed Area. Upon the expiration or early termination of this License, Licensee, at Licensee's sole cost, shall surrender the Licensed Area to Licensors in good condition, free and clear of all garbage and debris. At the termination of this License, Licensee shall surrender the Licensed Area to Town in the same condition as received, ordinary wear and tear excepted. If the Licensee should hold over the said term with the consent, express or implied of the Town, such holding over shall be construed as a tenancy only from month to month, and Licensee shall continue to pay the Monthly Fee for such term as Licensee holds same.

3.14.3. Assignment.

3.14.3.1. This Licensee shall not assign, mortgage or encumber this License nor sublicense nor permit the Licensed Area or any part thereof to be used by others, without the prior written consent of the Licensors in each instance, which consent may be withheld in Licensors' sole and absolute discretion. Notwithstanding the above, Licensee may, without the prior consent of the Licensors, assign all of its rights under this License to (i) a parent, subsidiary, or affiliate, (ii) a purchaser of all or substantially all assets related to this License, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Licensee is participating. Any permitted assignee shall assume all obligations of its assignor under this License.

3.14.3.2. Licensors may assign any or all of Licensors' rights or obligations under this License without seeking or obtaining Licensee's consent hereto.

3.14.4. Attorneys' Fees. If there is any litigation between Licensors or Licensee to enforce or interpret any provisions or rights arising under this License, the unsuccessful party in such litigation, as determined by the Court (as defined below), agrees to pay the successful party, as determined by the Court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party, such fees to be determined by the Court and not a jury.

3.14.5. Notices. Except as otherwise required by law, all notices to be given or required under this License shall be in writing and shall be given by personal delivery, or e-mail or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, or any express or overnight delivery service e.g., Federal Express service the locality to which addressed, delivery charges prepaid addressed to the Parties at the addresses set forth below, or at such other address as a Party may designate in writing pursuant hereto. Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or e-mail, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice shall be deemed to have been

received on the date on which the notice is received, if notice is given by personal delivery or e-mail or overnight courier, and on the 2nd day following deposit in the mail, if notice is mailed:

If to Licensor:

Town of Florence
Attn: Town Manager
P. O. Box 2670
775 N. Main Street
Florence, AZ 85132

If to Licensee:

Air Methods Corporation
5500 S. Quebec St.
Greenwood Village, CO 80111
Attn: Vice President, PAC West Region, with
copy to contracts@airmethods.com

3.14.7. Governing Law/Jurisdiction/Venue. This License shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Any action brought to interpret, enforce, or construe any provision of this License shall be commenced and maintained in the Superior Court of the State of Arizona in and for County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph. Should any dispute, misunderstanding, or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to the Town, and Town shall determine the term or provision's true intent and meaning.

3.14.8. No Liens. Licensee shall not create or permit any liens to be placed of record against the Property.

3.14.9. Time of Essence. Time is of the essence of this License. The time within which an act must be accomplished, shall be calculated by excluding the first day and including the last day. However, if this License requires any act to be done or action to be taken on a date which is a Saturday, Sunday, or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

3.14.10. Severability. If any provision of this License is determined to be unenforceable based on a final, non-appealable order of the Court, the remaining provisions shall nevertheless be kept in effect, unless to do so would materially and substantially impair the rights or duties of the Parties.

3.14.11. No Conflicts of Interest. Licensee understands and agrees that pursuant to the provisions of A.R.S. 38-511, Licensors may terminate this License within 3 years after execution of the License without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the License on behalf of the Licensors is or becomes, at any time while the License or an extension of the License is in effect, an employee of or a consultant to any other party to this License with respect to the subject matter of the License.

3.14.12. Construction. The terms and provisions of this License represent the results of negotiations between the Parties, each of which has been represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this License shall be incorporated and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this License and that ambiguities or conflicting terms or provisions contained in this License shall be interpreted or construed against the Party whose attorney prepared or drafted the executed License or any earlier draft of the same or any of its exhibits.

3.14.13. Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Agreement shall not be construed as a subsequent breach of same by the other Party.

3.14.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

3.14.15. Licenses. Licensee shall maintain in current status all Federal, State and local licenses and permits required for the Use during the Use Period.

3.14.16. Non-exclusive Remedies. The rights and remedies of Licensors and Licensee under this Agreement are not exclusive.

3.14.17. Survival. All warranties, representations and indemnification by Licensee and Licensors shall survive the completion, expiration, cancellation, abandonment or termination of this Agreement for a period of three years.

3.14.18. Limitation of Liability. In no event shall either Party, its employees, agents, or contractors be liable under this License to the other Party or any

third party, for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either Party was advised of the possibility of such damages.

3.14.19. Authority. The Parties and their signatories warrant that they are duly authorized to enter into this License and to execute, deliver and fulfill all terms and conditions of same.

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the Effective Date.

Signatures on next page

LICENSOR: TOWN OF FLORENCE, an Arizona municipal corporation

By: _____
Its: Mayor

ATTEST:


Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

LICENSEE: AIR METHODS CORPORATION, a Delaware corporation

By: _____
Its: Regional Vice President for the PAC West Region

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 13e.
MEETING DATE: October 1, 2018 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Land Use Approval Process Agreement		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve a Land Use Approval Process Agreement by and between the Town of Florence, a municipal corporation, and SWVP-GTIS MR L.L.C., a Delaware limited liability company.

BACKGROUND/DISCUSSION:

The Town of Florence and SWVP-GTIS MR L.L.C. (the successor of Roadrunner Resorts, L.L.C., an Arizona limited liability company ("Roadrunner")) are bound by a Pre-Annexation and Development Agreement on December 1, 2003, as Document Number 2003-086513, and subsequently entered into a Development Agreement for Anthem at Merrill Ranch at Florence, on March 7, 2005 as document number 2005-075984.

The Town and SWVP-GTIS MR L.L.C. desire to address the Development Plan to clarify terms included in both the 2003 and 2005 Development Agreements, including but not limited to:

- extension of development timeframes included in the agreement;
- responsibility for the maintenance of landscaping;
- storm drain maintenance responsibility;
- storm drain design standards;
- right-of way dedication requirements;
- ADA improvement requirements;
- dry well maintenance responsibility;
- financial assurance requirements; and

- Transportation Development Impact Fee (DIF) provisions.

Town Staff and our legal team have been negotiating with SWVP-GTIS MR L.L.C. for approximately twenty (15) months on this Land Use Approval Process Agreement. Staff feels that this agreement puts both parties in the best position to meet our individual and collective goals for moving forward. The agreement addresses several subjects that have been concerns for both parties and it sets clear expectations going forward.

A VOTE OF NO WOULD MEAN:

The existing 2003 and 2005 agreements would not be clarified, issues mitigated by the agreement would not be addressed, and the Town would not receive Transportation Development Impact Fees going forward.

A VOTE OF YES WOULD MEAN:

The existing 2003 and 2005 agreements would be clarified, issues addressed by the agreement would be mitigated, and the Town would receive Transportation Development Impact Fees, at a reduced rate, for the remainder of the agreement term.

FINANCIAL IMPACT:

The Town will receive \$641, per residential permit, in Transportation Development Impact Fee until the current DIF update process is completed. Following adoption, the Town will receive \$677 per residential permit. Additionally, the agreement provides for a Cost of Living Adjustment for the term of the agreement.

ATTACHMENTS:

Land Use Approval Process Agreement

LAND USE APPROVAL PROCESS AGREEMENT

This Land Use Approval Process Agreement (“**Agreement**”), dated as of _____, 2018, (the “**Effective Date**”) by and between the Town of Florence (“**Town**”), a municipal corporation and SWVP-GTIS MR LLC, a Delaware limited liability company (“**SWVP**”).

RECITALS

WHEREAS, the Town and SWVP (the successor of Roadrunner Resorts, L.L.C., an Arizona limited liability company (“Roadrunner”)) are parties to (i) that certain Merrill Ranch Pre-Annexation and Development Agreement Florence, Arizona entered into December 1, 2003, recorded in the records of the County Recorder for Pinal County, Arizona on December 11, 2003 as document number 2003-086513, as subsequently amended (the “Development Agreement”); and

WHEREAS, Section 6(b) of the Development Agreement authorizes the Town to make certain amendments to the Development Plan provided such amendments are not major amendments as defined in Section 6(b) of the Development Agreement; and

WHEREAS, Section 4 of the Development Agreement provides that the Town reserves the right to modify or otherwise change the Development Agreement if 4,500 residential units have not received final plat approval after the passage of 15 years from the commencement date of the Development Agreement, or if 4,500 residential units have not been constructed after the passage of 25 years from the commencement of the Development Agreement. Section 4 of the Development Agreement provides that SWVP may request and the Town may approve extensions of the foregoing time periods for good cause shown. The Town may not unreasonably withhold its approval of extension requests.

WHEREAS, SWVP owns the real property described in Exhibit A attached (the “**SWVP Property**”). The SWVP Property is subject to the Development Agreement. Roadrunner, the original owner of the SWVP Property, lost the SWVP Property through foreclosure during the Great Recession that commenced in 2007 and continued for several years thereafter. In 2010, SWVP acquired the SWVP Property from the lender that acquired the SWVP Property through foreclosure. The acquisition by SWVP occurred when the real estate market had not recovered from the Great Recession. SWVP has made substantial progress in obtaining entitlements for the SWVP Property, in preparing the SWVP Property for development and in marketing the SWVP Property for sale to homebuilders. However, implementation of the Development Plan was substantially impeded by the depth and duration of the Great Recession and the failure of the real estate market to recover for several years after SWVP acquired the SWVP Property; and

WHEREAS, as permitted by Section 4 of the Development Agreement, SWVP has requested the Town to approve an extension of the time periods set forth in Section 4 of the Development Agreement in light of such good cause shown; and

WHEREAS, the Town desires to approve the extension of the time periods set forth in Section 4 of the Development Agreement in light of such good cause shown in light of the authority granted in Section 4 of the Development Agreement.

AGREEMENT

NOW THEREFOR, in consideration of the mutual undertakings pursuant to this Agreement, the parties agree as follows.

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meaning subscribed to such terms in the Development Agreement applicable to such property.

2. Amendments and Clarifications. For each plat submitted pursuant to the Development Agreement:

a. Plat Approvals. On and after the Effective Date plats approved under the Development Plan shall comply with the following

1) Plats for residential property submitted for review and approval under the Development Agreement shall include rights of way no less than forty-two (42) feet in width adjacent to a nine (9) foot Public Utility Facility Easement (“**PUFE**”) on each side of the right of way measured from the outer edge of the right of way. Each plat shall provide for a five (5) foot sidewalk on each side of the right of way, all five (5) feet of which will be within the right of way. The text describing the PUFE to be included on the plats is attached as Exhibit B.

2) For all plats that include lots in a FEMA Flood Zone A, the form of Notice of Lot Hold Agreement attached as Exhibit C shall be used.

3) All plats within the boundaries of Community Facilities District No. 1 shall include the form of notice of a Community Facilities District in the form of Exhibit D.

b. Storm Drains. SWVP shall design storm drains in accordance with Sections 6.3 and 6.4 of the City of Phoenix Stormwater Policies and Standards, except that Table 6.4.1 “Catch Basin Connector Pipe” shall be modified from fifteen inches to eighteen inches. Estimated storm drain segment lengths must be included either in the Drainage Report or on the Pre-plat submittal.

c. Negotiated maintenance of trash racks located in Homeowner’s Association (“HOA”) maintained retention areas. For those trash racks located in HOA maintained retention areas, SWVP agrees to cause the HOA to assume responsibility for removing debris from the trash racks as part of routine common area maintenance. At the request of

the Town, SWPA shall amend any CC&R's that relate to the SWVP Property so that such CC&R's grant to the Town status as a third-party beneficiary concerning such obligation.

d. Documentation of HOA Maintenance of Landscaping Located in Town Right of Ways. Section II, C, 7 of the Development Plan attached as Exhibit B to the Development Agreement is hereby amended by deleting the third sentence thereof and inserting the following in its place:

“Notwithstanding the acceptance of the dedication of the streets by the Town of Florence, the HOA will be responsible for maintenance of the landscaping within the dedicated right-of-way.”

In addition, SWVP agrees to cause the HOA to assume responsibility for maintenance of the landscaping within the dedicated right-of-way as part of routine common area maintenance. At the request of the Town, SWPA shall amend any CC&R's that relate to the SWVP Property so that such CC&R's grant to the Town status as a third-party beneficiary concerning such obligation.

e. Dry Well Maintenance Program and Technical Documentation of Annual Activities. For those dry wells located on HOA property, SWVP agrees to cause the HOA to provide the Town (i) annual dry well inspection reports as specified by the installer or the Arizona Department of Water Resources and (ii) maintenance reports within thirty (30) days after completion of such maintenance reports (the “Dry Well Maintenance Program”). In addition, SWVP agrees to cause the HOA to assume responsibility for the Dry Well Maintenance Program as part of routine common area maintenance pursuant to an amendment to the CC&R's that grants to the Town status as a third-party beneficiary concerning such obligation.

f. Bonds or Letters of Credit provided as financial assurance for public improvements. SWVP and/or its contractors will continue to provide required financial assurance for infrastructure improvements. In order to facilitate posting any required financial assurance, at such time as SWVP submits a plan to the Town for review and approval, SWVP agrees to provide the Town with a sealed Certificate of Engineer's Quantities and an engineer's estimate of costs for required infrastructure improvements (the “Engineer's Estimate”). Prior to issuing a permit for infrastructure improvements SWVP and/or its contractors will be required to provide financial assurance in an amount equal to either (i) one hundred twenty percent (120%) of the Engineer's Estimate or (i) the actual bid.

g. Street Light Improvement District (“SLID”) Petitions. SWVP shall submit a petition to form a new SLID for all final plats submitted under the Development Agreement.

3. Benchmarks. The Town and SWVP agree that as between the Town and SWVP, the third sentence of Section 4 of the Development Agreement shall be deleted with the following being substituted therefor:

“The Town reserves the right to modify or otherwise change this Agreement if Three Thousand Two Hundred Forty-Five (3,245) residential units have not received final plat approval on or before December 1, 2028 or if Three Thousand Two Hundred Forty-Five (3,245) residential units have not been constructed on or before December 1, 2038. ”

4. Transportation Development Fees

a. 2013 Impact Fee Study. In 2013, in reliance on a Land Use Assumptions, Infrastructure Improvements Plan and Impact Fee Study prepared by Duncan Associates (the “2013 Impact Fee Study”) the Town modified its’ Transportation Development Fee. For a single-family unit, the Transportation Development Fee is Two Thousand Eighty-Six Dollars (\$2,086) for those areas outside the Merrill Ranch Community Facilities Districts (the “CFD’s”) (the “2013 Non-CFD Transportation Development Fee”). In recognition of the transportation improvements constructed and to be constructed within the CFD’s, the 2013 Impact Fee Study determined that the Transportation Development Fee charge for a single-family unit located within the CFD’s should be reduced by the product of Sixty-Nine and Twenty-Eight/100 percent (69.28%) (the “Documented Reduction Factor”) times the 2013 Non-CFD Transportation Development Fee. This equates to Thirty and 72/100 percent (30.72%) of the 2013 Non-CFD Transportation Development Fee, i.e., Six Hundred Forty-One Dollars (\$641) per single-family unit (the “2013 CFD Transportation Development Fee”).

b. Payment of Transportation Development Fee from the Effective Date Until 2022. The Town engaged Tischler/Bice to update the Towns’ impact fee study (the “2018 Impact Fee Study”). That study has revised the Transportation Development Fee for a single family unit outside the Merrill Ranch Community Facilities Districts upward to Two Thousand Two Hundred and Four Dollars (\$2,204) – (the “2018 Non -CFD Transportation Development Fee”). The parties agree that, notwithstanding Section 6(c) and Section 6(e) of the Development Agreement, for the period beginning on the Effective Date and ending on the anniversary of the Effective Date occurring in 2022, for each single family unit SWVP shall be obligated to pay transportation development fees as and when required by Town Code Section 150.280 in an amount equal to the 2018 Non-CFD Transportation Development less the product of the Documented Reduction Factor multiplied by the 2018 Non-CFD Transportation Development Fee (the “2018 CFD Transportation Development Fee”). This equates to Thirty and 72/100 percent (30.72%) of the 2018 Non-CFD Transportation Development Fee, i.e., Six Hundred Seventy-Seven Dollars (\$677) per single-family unit.

c. Payment of Transportation Development Fee From 2022 until 2033. Upon the anniversary of the Effective Date occurring in 2022, the 2018 CFD Transportation Development Fee shall be adjusted by multiplying the 2018 CFD Transportation

Development Fee by a fraction, the denominator of which shall be the Index (as defined below) for the month preceding the Effective Date and the numerator of which shall be the Index for the month preceding the anniversary of the Effective Date occurring in 2022 (the “2022 CFD Transportation Development Fee”). Notwithstanding the foregoing provisions of this Section 4(c), in no event shall the Transportation Development Fee paid exceed the non-CFD transportation development fees charged by the Town.

d. Payment of Transportation Development Fee After 2033. Upon the anniversary of the Effective Date occurring in 2033, the 2022 CFD Transportation Development Fee shall be adjusted by multiplying the 2022 CFD Transportation Development Fee by a fraction, the denominator of which shall be the Index (as defined below) for the month preceding the anniversary of the Effective Date in 2022 and the numerator of which shall be the Index for the month preceding the anniversary of the Effective Date occurring in 2033. Notwithstanding the foregoing provisions of this Section 4(d), in no event shall the Transportation Development Fee paid exceed the non-CFD transportation development fees charged by the Town.

e. Cost of Living Adjustment. The “**Index**” shall mean the Consumer Price Index for All Items Consumer Price Index for Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100, published by the Bureau of Labor Statistics of the U.S. Department of Labor. If this index is no longer published, the “**Index**” shall mean the index of consumer prices in the U.S. most closely comparable to the discontinued index, after making such adjustments in items included or method of compensation as may be prescribed by the agency publishing the same or as otherwise may be required to compensate for changes after the commencement date of the initial term hereof.

5. Other Terms and Conditions.

f. In connection with the execution and delivery of this Agreement, and within the time periods provided below or as required under the Development Plan, SWVP shall:

- i. SWVP shall develop necessary wastewater facilities to serve the SWVP Property currently within the Town’s existing service area, pursuant to Section II, C, 2 of the Development Plan attached as Exhibit B to the Development Agreement (the “**Development Plan Wastewater Planning Objective**”), and shall dedicate to the Town property necessary for a waste water treatment plant (the “**WWTP**”), lift and pump stations and well sites as required by the plan upon completion and acceptance of construction of the WWTP and related facilities by the Town. SWVP shall cooperate with efforts by the Town to provide a regional sewer solution that includes the SWVP Property. The parties hereto acknowledge that if third parties can be identified to participate in the planning, construction and operation of

infrastructure for a regional sewer solution as contemplated by the Development Plan Wastewater Planning Objective, the parties hereto agree to negotiate in good faith an agreement regarding such regional sewer solution.

- ii. SWVP understands the need for an update of the Transportation Impact Assessment (“**TIA**”) for the SWVP Property and surrounding properties. SWVP will work with Pulte Home Company L.L.C. (“Pulte”) to develop a comprehensive TIA for the SWVP Property and the Anthem at Merrill Ranch property owned by Pulte no later than twelve (12) months after the Effective Date.
- iii. SWVP shall develop necessary potable water facilities to serve the SWVP Property currently within the Town’s existing service area and shall dedicate to the Town such potable water facilities upon completion and acceptance of such facilities by the Town. To the extent that SWVP has excess water rights in the Town’s service area that will not be used by SWVP in connection with the development and/or operation of the SWVP Property, SWVP will transfer such excess water rights to the Town for the benefit of expanding or enhancing the Town’s service area and capacity to serve. The parties hereto acknowledge that if third parties can be identified to participate in the planning, construction and operation of infrastructure to provide potable water service for properties other than the SWVP Property, the parties hereto agree to negotiate in good faith an agreement regarding such potable water service.
- iv. SWVP must provide technical assistance to the Town regarding permitting of two “at-grade” crossings over the Magma Railroad. It is also understood that the Town will prepare and pursue approvals from both the Magma Railroad and the Arizona Corporation Commission. The technical assistance by SWVP will be to provide engineering documents for the submittals to Magma Railroad and the Arizona Corporation Commission, and the Town will act as the party making and supporting the submittals.
- v. SWVP must donate approximately thirty-six (36) acres to the Town to expand and provide a trailhead and parking for the Poston Butte Regional Park. The conveyance of the site will occur following approval of an at-grade crossing over the Magma Railroad. Town will be responsible for any and all costs related to access to the donated site, but in connection with such responsibility, the Town shall have no obligation with respect to access that SWVP provides the SWVP Property.

6. Other PADA Provisions. Except as provided herein, all other terms of the Development Agreement remain in effect and enforceable as between the Town and SWVP with respect to all obligations under this Agreement.

7. General Provisions.

a. Entire Contract. This Agreement and the Development Agreement constitute the entire agreement among the parties as to the transaction described herein. Any terms or conditions in any other writings between the parties, and any other prior or contemporaneous arrangements or understandings between the parties, are superseded hereby. No agreements, statements or promises about the subject matter hereof are binding or valid unless they are contained herein. The parties acknowledge that no third-parties have any rights under this Agreement.

b. Counterparts. This Agreement may be executed by the signing in counterparts of this instrument. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

c. Execution. Signatures may be exchanged by facsimile, or electronically, with the original signature to follow. Each party to this Agreement agrees to be bound by its own faxed or electronically scanned signature and to accept the faxed or electronically scanned signature of the other parties to this Agreement.

d. Conflict of Interest Termination. This Agreement may be terminated pursuant to A.R.S. § 38-511.

e. No Israel Boycott. To the extent applicable to this Agreement, the Parties agree to comply with the requirements of A.R.S. §35- 393.

f. Governing Law. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

g. Assignment. The rights under this Agreement may be assigned by SWVP in whole or in part in connection with the conveyance by SWVP of all or any portion of the SWVP Property to one or more third parties. However, in connection with any such conveyance by SWVP, the acquiring party shall assume the obligations of SWVP under this Agreement with respect to the portion of the SWVP Property acquired.

h. Runs with the Land. The rights established under this Agreement and the Development Agreement are attached to and run with the SWVP Property. Upon SWVP obtaining in writing from its successor for delivery to Town, successor's acknowledgment and acceptance of this Agreement and agreement to comply with the obligations contained in this Agreement, SWVP shall only be liable for performance of SWVP's obligations under this Agreement during the period that SWVP owns the SWVP Property.

i. Proposition 207 Waiver. Any document entered into pursuant to this agreement that implements the rights and obligations of the parties hereunder shall contain a Proposition 207 Waiver.

(Signatures of the parties appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names on the day and date first written above.

TOWN:

SWVP-GTIS MR LLC, a Delaware limited liability company:

By: _____

By: _____

STATE OF ARIZONA

)

) ss.

County of Pinal

)

Acknowledged before me this ____ day of _____, 2018, by _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above/attached instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF ARIZONA)
County of Pinal) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of SWVP-GTIS MR LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

My commission expires:

13849321.6/026558.0025

Exhibit “A”

Legal Description of SWVP-GTIS MR LLC Property



SWVP-GTIS MR LLC
PROPERTY BOUNDARY DESCRIPTION

LEGAL DESCRIPTION

PARCEL 1

A parcel of land lying within the West Half of Section 29 and Section 30, Township 4 South, Range 9 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of Section 30, (#5 RB w/ 2" AC LS 21065, Found) from which the Northeast Corner of Section 30, (#5 RB w/2" AC LS 21065, Found) bears South 89 Degrees 55 Minutes 26 Seconds East (Basis of Bearing), a distance of 2622.97 feet;

Thence, South 89 Degrees 55 Minutes 26 Seconds East, a distance of 852.56 feet to the Point of Beginning;

Thence, continue South 89 Degrees 55 Minutes 26 Seconds East, a distance of 1,770.41 feet;

Thence, North 89 Degrees 54 Minutes 12 Seconds East, a distance of 1,305.21 feet;

Thence, South 00 Degrees 03 Minutes 54 Seconds East, a distance of 2,641.54 feet;

Thence, North 89 Degrees 52 Minutes 37 Seconds East, a distance of 223.25 feet;

Thence, South 75 Degrees 30 Minutes 59 Seconds West, a distance of 1,581.56 feet;

Thence, South 00 Degrees 00 Minutes 01 Seconds East, a distance of 260.51 feet;

Thence, South 75 Degrees 16 Minutes 42 Seconds West, a distance of 1,979.80 feet;

Thence, North 16 Degrees 34 Minutes 23 Seconds West, a distance of 804.36 feet;

Thence, North 01 Degrees 59 Minutes 57 Seconds West, a distance of 201.88 feet;

Thence, North 18 Degrees 55 Minutes 31 Seconds East, a distance of 553.86 feet;

Thence, North 13 Degrees 56 Minutes 56 Seconds East, a distance of 730.26 feet;

Thence, North 03 Degrees 12 Minutes 06 Seconds East, a distance of 641.57 feet;

Thence, North 14 Degrees 40 Minutes 37 Seconds East, a distance of 305.14 feet;

Thence, North 07 Degrees 36 Minutes 39 Seconds West, a distance of 665.13 feet to the Point of Beginning.

Containing 240.27 acres, more or less.

Except:

All that part lying within the Felix Road Right of Way as depicted on the Map of Dedication recorded in Cabinet H, Slide 39, Pinal County Records.

Containing 12.31 acres, more or less.



Parcel 2

A parcel of land lying within Section 29, the South Half of Section 30, the Northeast Quarter of Section 31, the North Half and the Southeast Quarter of Section 32, Township 4 South, Range 9 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows;

Beginning at the Northeast Corner of Section 31 (Pinal County Aluminum Cap, Found), from which the North Quarter Corner of Section 32 (#4 rebar, Found in the bottom of a ditch) bears North 89 Degrees 52 Minutes 02 Seconds East (Basis of Bearing), a distance of 2621.14 feet;

Thence, along the West line of the Northwest Quarter of the Northwest Quarter of Section 32, South 00 Degrees 25 Minutes 45 Seconds East, a distance of 1,320.49 feet to the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 32;

Thence, along the South line of the North Half of the Northeast Quarter of Section 31, North 89 Degrees 58 Minutes 36 Seconds West, a distance of 2,612.18 feet to the Southwest Corner of the North Half of the Northeast Quarter of Section 31;

Thence, along the West line of the North Half of the Northeast Quarter, North 00 Degrees 23 Minutes 06 Seconds West, a distance of 1,321.04 feet to the North Quarter Corner of Section 31;

Thence, along the North line of the Northwest Quarter of Section 31, North 89 Degrees 57 Minutes 22 Seconds West, a distance of 2,620.60 feet to the Northwest Corner of Section 31;

Thence, along the West line of the Southwest Quarter of Section 30, North 00 Degrees 25 Minutes 48 Seconds West, a distance of 75.00 feet to the South line of the Parcel of Land Recorded in Docket 560, Page 578, and Fee No. 2005-168795, Pinal County Recorder;

Thence, along the South line of the Parcel of Land Recorded in Docket 560, Page 578, and Fee No. 2005-168795, Pinal County Recorder, for the following three (3) Courses;

Thence, North 64 Degrees 43 Minutes 42 Seconds East, a distance of 2,699.25 feet;

Thence, North 74 Degrees 31 Minutes 20 Seconds East, a distance of 344.72 feet;

Thence, North 89 Degrees 57 Minutes 08 Seconds West, a distance of 61.88 feet to the Centerline of Hunt Highway as depicted on the "Pinal County Highway Department Map of Hunt Highway Right of Way" on file in the Pinal County Engineer's Office;

Thence Easterly, along said Centerline of Hunt Highway, a distance of 148.89 feet along a non-tangent curve to the right of which the Radius point lies South 17 Degrees 41 Minutes 59 Seconds east a radius of 2,864.79 feet, and having a Central Angle of 02 Degrees 58 Minutes 40 Seconds;

Thence, North 75 Degrees 16 Minutes 42 Seconds East, a distance of 2,458.82 feet to a point on the East line of the Southeast Quarter of Section 30;

Thence, continue North 75 Degrees 16 Minutes 42 Seconds East, a distance of 5,408.35 feet to a point on the East line of the Northeast Quarter of Section 29;



Thence, along the East line of the Northeast Quarter of Section 29, South 00 Degrees 03 Minutes 39 Seconds East, a distance of 711.71 feet to the East Quarter Corner of Section 29;

Thence, along the East line of Southeast Quarter of Section 29, South 00 Degrees 13 Minutes 57 Seconds East, a distance of 2,639.93 feet to the Southeast Corner of Section 29;

Thence, along the East line of the Northeast Quarter of Section 32, South 00 Degrees 23 Minutes 24 Seconds East, a distance of 2,641.90 feet to the East Quarter Corner of Section 32;

Thence, along the East line of the Southeast Quarter of Section 32, South 00 Degrees 23 Minutes 17 Seconds East, a distance of 36.55 feet;

Thence, South 66 Degrees 05 Minutes 15 Seconds West, a distance of 12.55 feet;

Thence, South 67 Degrees 14 Minutes 59 Seconds West, a distance of 1,240.36 feet;

Thence, North 00 Degrees 15 Minutes 51 Seconds West, a distance of 1026.53 feet;

Thence, South 89 Degrees 41 Minutes 15 Seconds West, a distance of 1,463.56 feet to a point on the West line of the Northeast Quarter of Section 32;

Thence, along the West line of the Northeast Quarter of Section 32, North 00 Degrees 25 Minutes 20 Seconds West, a distance of 2,138.55 feet to the North Quarter Corner of Section 32;

Thence, along the East line of the South Half of the Southwest Quarter of Section 29, North 00 Degrees 06 Minutes 34 Seconds West, a distance of 1,320.87 feet to the Northeast Corner of the South Half of the Southwest Quarter of Section 29;

Thence, along the North line of the South Half of the Southwest Quarter of Section 29, South 89 Degrees 52 Minutes 19 Seconds West, a distance of 2,618.63 feet to the Northwest Corner of the South Half of the Southwest Quarter of Section 29;

Thence, along the West line of the South Half of the Southwest Quarter of Section 29, South 00 Degrees 00 Minutes 01 Seconds East, a distance of 1,321.09 feet to the Point of Beginning.

Containing 610.43 acres, more or less.

Parcel 3

A parcel of land lying within the Southwest Quarter of Section 14, Sections 15, 16, 17, the Northeast Quarter of Section 18, the Northeast Quarter of Section 20, Sections 21, 22, the West Half of Section 23, the Northwest Quarter of Section 27, and the North Half of Section 28, Township 4 South, Range 9 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows;

Commencing at the North Quarter Corner of Section 18 (GLO Brass Cap, Found), from which the Northeast Corner of Section 18 (Pinal Co. Hwy. Dept. Aluminum Cap, Found) bears South 89 Degrees 56 Minutes 44 Seconds East (Basis of Bearing), a distance of 2628.58 feet;

Thence, along the North line of the Northeast Quarter of Section 18, South 89 Degrees 56 Minutes 44 Seconds East, a distance of 1,963.08 feet to the Point of Beginning;



Thence continue South 89 Degrees 56 Minutes 44 Seconds East, a distance of 665.50 feet to the Northeast Corner of Section 18;

Thence, along the North line of the Northwest Quarter of Section 17, South 89 Degrees 57 Minutes 35 Seconds East, a distance of 2,624.74 feet to the North Quarter Corner of Section 17;

Thence, along the North line of the Northeast Quarter of Section 17, South 89 Degrees 58 Minutes 00 Seconds East, a distance of 2,626.11 feet to the Northeast Corner of Section 17;

Thence, along the North line of the Northwest Quarter of Section 16, North 89 Degrees 47 Minutes 32 Seconds East, a distance of 2,625.26 feet to the North Quarter Corner of Section 16;

Thence, along the North line of the Northeast Quarter of Section 16, North 89 Degrees 51 Minutes 23 Seconds East, a distance of 2,625.96 feet to the Northeast Corner of Section 16;

Thence, along the North line of the Northwest Quarter of Section 15, South 89 Degrees 46 Minutes 30 Seconds East, a distance of 212.52 feet to a point on the Southerly Right of Way line of the Central Arizona Project Canal per Central Arizona Project, Salt - Gila Aqueduct Reach 3 Boundary Map through Sections 14 & 15, T-4-S, R-9-E;

Thence, the following five (5) courses along said Southerly Right of Way line;

Thence, South 67 Degrees 45 Minutes 37 Seconds East, a distance of 1,729.30 feet;

Thence, South 59 Degrees 54 Minutes 17 Seconds East, a distance of 969.12 feet to a point on the East line of the Northwest Quarter of Section 15;

Thence, continue South 59 Degrees 54 Minutes 17 Seconds East, a distance of 3,023.10 feet to a point on the South line of the Northeast Quarter of Section 15;

Thence, continue South 59 Degrees 54 Minutes 17 Seconds East, a distance of 46.00 feet to the East line of the Southeast Quarter of Section 15;

Thence, continue South 59 Degrees 54 Minutes 17 Seconds East, a distance of 3,060.43 feet to the East line of the Southwest Quarter of Section 14;

Thence, along the East line of the Southwest Quarter of Section 14, South 00 Degrees 22 Minutes 47 Seconds East, a distance of 1,106.29 feet to the South Quarter Corner of Section 14;

Thence, along the East line of the Northwest Quarter of Section 23, South 00 Degrees 17 Minutes 26 Seconds East, a distance of 2,632.14 feet to the Center Quarter Corner of Section 23;

Thence, along the East line of the Southwest Quarter Corner of Section 23, South 00 Degrees 17 Minutes 30 Seconds East, a distance of 2,631.08 feet to the South Quarter Corner of Section 23;

Thence, along the South line of the Southwest Quarter of Section 23, North 89 Degrees 36 Minutes 13 Seconds West, a distance of 2,616.85 feet to the Southwest Corner of Section 23;

Thence, along the South line of the Southeast Quarter of Section 22, North 89 Degrees 55 Minutes 52 Seconds West, a distance of 2,645.15 feet to the South Quarter Corner of Section 22;



Thence, along the South line of the Southwest Quarter of Section 22, North 89 Degrees 59 Minutes 01 Seconds West, a distance of 2,642.20 feet to the Southwest Corner of Section 22;

Thence, along the West line of the Northwest Quarter of Section 27, South 00 Degrees 17 Minutes 39 Seconds West, a distance of 1,321.09 feet to the Northwest Corner of the South Half of the Northwest Quarter of Section 27;

Thence, along the North line of the South Half of the Northwest Quarter of Section 27, South 89 Degrees 58 Minutes 58 Seconds East, a distance of 2,640.85 feet to the Northeast Corner of the South Half of the Northwest Quarter of Section 27;

Thence, along the East line of the South Half of the Northwest Quarter of Section 27, South 00 Degrees 21 Minutes 11 Seconds West, a distance of 902.93 feet to a point on the Northerly Right of Way line as depicted on Southern Pacific Railroad Right of Way and Track Map V-37 Sheets 8 & 9, Station 2333+00 thru 2755+40;

Thence, along said Northerly Right of Way line, North 75 Degrees 15 Minutes 33 Seconds West, a distance of 2,726.08 feet to the West line of the South Half of the Northwest Quarter of Section 27;

Thence, continue North 75 Degrees 15 Minutes 33 Seconds West, a distance of 2,033.78 feet to a point 100 feet Northeasterly of the beginning of a Spiral Curve per said Southern Pacific Railroad Right of Way and Track map;

Thence the following ten (10) courses are intended to describe a 100 foot offset, Northeasterly, of said Spiral Curve per Southern Pacific Railroad Right of Way and Track Map using the ten chord method;

Thence, North 75 Degrees 15 Minutes 02 Seconds West, a distance of 17.47 feet;

Thence, North 75 Degrees 11 Minutes 53 Seconds West, a distance of 17.36 feet;

Thence, North 75 Degrees 05 Minutes 35 Seconds West, a distance of 17.27 feet;

Thence, North 74 Degrees 56 Minutes 08 Seconds West, a distance of 17.18 feet;

Thence, North 74 Degrees 43 Minutes 32 Seconds West, a distance of 17.09 feet;

Thence, North 74 Degrees 27 Minutes 47 Seconds West, a distance of 17.00 feet;

Thence, North 74 Degrees 08 Minutes 53 Seconds West, a distance of 16.90 feet;

Thence, North 73 Degrees 46 Minutes 50 Seconds West, a distance of 16.81 feet;

Thence, North 73 Degrees 21 Minutes 38 Seconds West, a distance of 16.72 feet;

Thence, North 72 Degrees 53 Minutes 17 Seconds West, a distance of 16.62 feet;

Thence, Northwesterly, a distance of 575.80 feet along a non-tangent Curve to the Right of which the Radius point lies North 17 Degrees 21 Minutes 57 Seconds East a radius of 1,809.86 feet, and having a Central angle of 18 Degrees 13 Minutes 43 Seconds to a point 100 feet Northeasterly of the beginning of a Spiral Curve per said Southern Pacific Railroad Right of Way and Track map;



Thence, the following ten (10) courses are intended to describe a 100 foot offset, Northeasterly, of said Spiral Curve per Southern Pacific Railroad Right of Way and Track Map using the ten chord method;

Thence, North 54 Degrees 09 Minutes 07 Seconds West, a distance of 16.62 feet;

Thence, North 53 Degrees 40 Minutes 46 Seconds West, a distance of 16.72 feet;

Thence, North 53 Degrees 15 Minutes 34 Seconds West, a distance of 16.81 feet;

Thence, North 52 Degrees 53 Minutes 31 Seconds West, a distance of 16.90 feet;

Thence, North 52 Degrees 34 Minutes 37 Seconds West, a distance of 17.00 feet;

Thence, North 52 Degrees 18 Minutes 52 Seconds West, a distance of 17.09 feet;

Thence, North 52 Degrees 06 Minutes 16 Seconds West, a distance of 17.18 feet;

Thence, North 51 Degrees 56 Minutes 49 Seconds West, a distance of 17.27 feet;

Thence, North 51 Degrees 50 Minutes 31 Seconds West, a distance of 17.36 feet;

Thence, North 51 Degrees 47 Minutes 22 Seconds West, a distance of 17.47 feet;

Thence, North 51 Degrees 46 Minutes 50 Seconds West, a distance of 965.03 feet to the North line of the Northwest Quarter of section 28;

Thence, continue North 51 Degrees 46 Minutes 50 Seconds West, a distance of 137.24 feet to a point 100 feet Northeasterly of the beginning of a Spiral Curve per said Southern Pacific Railroad Right of Way and Track map;

Thence, the following ten (10) courses are intended to describe a 100 foot offset, Northeasterly, of said Spiral Curve per Southern Pacific Railroad Right of Way and Track Map using the ten chord method;

Thence, North 51 Degrees 45 Minutes 38 Seconds West, a distance of 19.92 feet;

Thence, North 51 Degrees 38 Minutes 26 Seconds West, a distance of 19.68 feet;

Thence, North 51 Degrees 24 Minutes 02 Seconds West, a distance of 19.48 feet;

Thence, North 51 Degrees 02 Minutes 26 Seconds West, a distance of 19.27 feet;

Thence, North 50 Degrees 33 Minutes 38 Seconds West, a distance of 19.06 feet;

Thence, North 49 Degrees 57 Minutes 38 Seconds West, a distance of 18.85 feet;

Thence, North 49 Degrees 14 Minutes 26 Seconds West, a distance of 18.64 feet;

Thence, North 48 Degrees 24 Minutes 02 Seconds West, a distance of 18.43 feet;

Thence, North 47 Degrees 26 Minutes 25 Seconds West, a distance of 18.23 feet;

Thence, North 46 Degrees 21 Minutes 39 Seconds West, a distance of 17.98 feet;

Thence, Northwesterly, a distance of 304.85 feet along a non-tangent Curve to the Right of which the Radius point lies North 44 Degrees 13 Minutes 10 Seconds East a radius of 854.93 feet, and having a Central Angle of 20 Degrees 25 Minutes 49 Seconds to a point 100 feet



Northeasterly of the beginning of a Spiral Curve per said Southern Pacific Railroad Right of Way and Track Map;

Thence, the following ten (10) courses are intended to describe a 100 foot offset, Northeasterly, of said Spiral Curve per Southern Pacific Railroad Right of Way and Track Map using the ten chord method;

Thence, North 24 Degrees 46 Minutes 13 Seconds West, a distance of 17.98 feet;

Thence, North 23 Degrees 41 Minutes 27 Seconds West, a distance of 18.23 feet;

Thence, North 22 Degrees 43 Minutes 50 Seconds West, a distance of 18.43 feet;

Thence, North 21 Degrees 53 Minutes 26 Seconds West, a distance of 18.64 feet;

Thence, North 21 Degrees 10 Minutes 14 Seconds West, a distance of 18.85 feet;

Thence, North 20 Degrees 34 Minutes 14 Seconds West, a distance of 19.06 feet;

Thence, North 20 Degrees 05 Minutes 26 Seconds West, a distance of 19.27 feet;

Thence, North 19 Degrees 43 Minutes 50 Seconds West, a distance of 19.48 feet;

Thence, North 19 Degrees 29 Minutes 26 Seconds West, a distance of 19.68 feet;

Thence, North 19 Degrees 22 Minutes 14 Seconds West, a distance of 19.92 feet;

Thence, North 19 Degrees 21 Minutes 02 Seconds West, a distance of 959.73 feet to a point 100 feet Northeasterly of the beginning of a Spiral Curve per said Southern Pacific Railroad Right of Way and Track Map;

Thence, the following ten (10) courses are intended to describe a 100 foot offset, Northeasterly, of said Spiral Curve per Southern Pacific Railroad Right of Way and Track Map using the ten chord method;

Thence, North 19 Degrees 21 Minutes 33 Seconds West, a distance of 17.54 feet;

Thence, North 19 Degrees 24 Minutes 42 Seconds West, a distance of 17.64 feet;

Thence, North 19 Degrees 31 Minutes 00 Seconds West, a distance of 17.73 feet;

Thence, North 19 Degrees 40 Minutes 27 Seconds West, a distance of 17.82 feet;

Thence, North 19 Degrees 53 Minutes 03 Seconds West, a distance of 17.91 feet;

Thence, North 20 Degrees 08 Minutes 48 Seconds West, a distance of 18.00 feet;

Thence, North 20 Degrees 27 Minutes 42 Seconds West, a distance of 18.10 feet;

Thence North 20 Degrees 49 Minutes 45 Seconds West, a distance of 18.19 feet;

Thence, North 21 Degrees 14 Minutes 57 Seconds West, a distance of 18.27 feet;

Thence, North 21 Degrees 43 Minutes 18 Seconds West, a distance of 18.38 feet;

Thence, Northwesterly, a distance of 375.48 feet along a non-tangent Curve to the Left of which the Radius point lies South 68 Degrees 01 Minutes 29 Seconds West a radius of 2,009.86 feet, and having a Central Angle of 10 Degrees 42 Minutes 14 Seconds to a point 100 feet



Northeasterly of the beginning of a Spiral Curve per said Southern Pacific Railroad Right of Way and Track Map;

Thence, the following ten (10) courses are intended to describe a 100 foot offset, Northeasterly, of said Spiral Curve per Southern Pacific Railroad Right of Way and Track Map using the ten chord method;

Thence, North 32 Degrees 55 Minutes 59 Seconds West, a distance of 18.38 feet;

Thence, North 33 Degrees 24 Minutes 21 Seconds West, a distance of 18.27 feet;

Thence, North 33 Degrees 49 Minutes 33 Seconds West, a distance of 18.19 feet;

Thence, North 34 Degrees 11 Minutes 36 Seconds West, a distance of 18.10 feet;

Thence, North 34 Degrees 30 Minutes 30 Seconds West, a distance of 18.00 feet;

Thence, North 34 Degrees 46 Minutes 15 Seconds West, a distance of 17.91 feet;

Thence, North 34 Degrees 58 Minutes 51 Seconds West, a distance of 17.82 feet;

Thence, North 35 Degrees 08 Minutes 18 Seconds West, a distance of 17.73 feet;

Thence, North 35 Degrees 14 Minutes 36 Seconds West, a distance of 17.64 feet;

Thence, North 35 Degrees 17 Minutes 45 Seconds West, a distance of 17.53 feet;

Thence, North 35 Degrees 18 Minutes 16 Seconds West, a distance of 553.73 feet to the North line of the Southwest Quarter of Section 21;

Thence, continue North 35 Degrees 18 Minutes 16 Seconds West, a distance of 442.83 feet to the West line of the Northwest Quarter of Section 21;

Thence, continue North 35 Degrees 18 Minutes 16 Seconds West, a distance of 1,791.06 feet to a point 100 feet Northeasterly of the beginning of a Spiral Curve per said Southern Pacific Railroad Right of Way and Track Map;

Thence, the following ten (10) courses are intended to describe a 100 foot offset, Northeasterly, of said Spiral Curve per Southern Pacific Railroad Right of Way and Track Map using the ten chord method;

Thence, North 35 Degrees 18 Minutes 20 Seconds West, a distance of 6.00 feet;

Thence, North 35 Degrees 18 Minutes 41 Seconds West, a distance of 6.02 feet;

Thence, North 35 Degrees 19 Minutes 24 Seconds West, a distance of 6.03 feet;

Thence, North 35 Degrees 20 Minutes 29 Seconds West, a distance of 6.04 feet;

Thence, North 35 Degrees 21 Minutes 56 Seconds West, a distance of 6.05 feet;

Thence, North 35 Degrees 23 Minutes 44 Seconds West, a distance of 6.06 feet;

Thence, North 35 Degrees 25 Minutes 53 Seconds West, a distance of 6.07 feet;

Thence, North 35 Degrees 28 Minutes 24 Seconds West, a distance of 6.08 feet;

Thence, North 35 Degrees 31 Minutes 17 Seconds West, a distance of 6.09 feet;



Thence, North 35 Degrees 34 Minutes 32 Seconds West, a distance of 6.10 feet;

Thence, Northwesterly, a distance of 327.97 feet along a non-tangent Curve to the Left of which the Radius point lies South 54 Degrees 23 Minutes 44 Seconds West a radius of 5,829.58 feet, and having a Central Angle of 03 Degrees 13 Minutes 24 Seconds to a point 100 feet Northeasterly of the beginning of a Spiral Curve per said Southern Pacific Railroad Right of Way and Track Map;

Thence, the following ten (10) courses are intended to describe a 100 foot offset, Northeasterly, of said Spiral Curve per Southern Pacific Railroad Right of Way and Track Map using the ten chord method;

Thence, North 38 Degrees 51 Minutes 25 Seconds West, a distance of 6.10 feet;

Thence, North 38 Degrees 54 Minutes 39 Seconds West, a distance of 6.09 feet;

Thence, North 38 Degrees 57 Minutes 32 Seconds West, a distance of 6.08 feet;

Thence, North 39 Degrees 00 Minutes 03 Seconds West, a distance of 6.07 feet;

Thence, North 39 Degrees 02 Minutes 13 Seconds West, a distance of 6.06 feet;

Thence, North 39 Degrees 04 Minutes 01 Seconds West, a distance of 6.05 feet;

Thence, North 39 Degrees 05 Minutes 27 Seconds West, a distance of 6.04 feet;

Thence, North 39 Degrees 06 Minutes 32 Seconds West, a distance of 6.03 feet;

Thence, North 39 Degrees 07 Minutes 15 Seconds West, a distance of 6.02 feet;

Thence, North 39 Degrees 07 Minutes 37 Seconds West, a distance of 6.00 feet;

Thence, North 39 Degrees 07 Minutes 40 Seconds West, a distance of 592.24 feet to the North line of the Northeast Quarter of Section 20;

Thence, continue North 39 Degrees 07 Minutes 40 Seconds West, a distance of 1,522.28 feet to the West line of the Southeast Quarter of section 17;

Thence, continue North 39 Degrees 07 Minutes 40 Seconds West, a distance of 1,881.55 feet to the North line of the Southwest Quarter of section 17;

Thence, continue North 39 Degrees 07 Minutes 40 Seconds West, a distance of 2,340.88 feet to the West line of the Northwest Quarter of section 17;

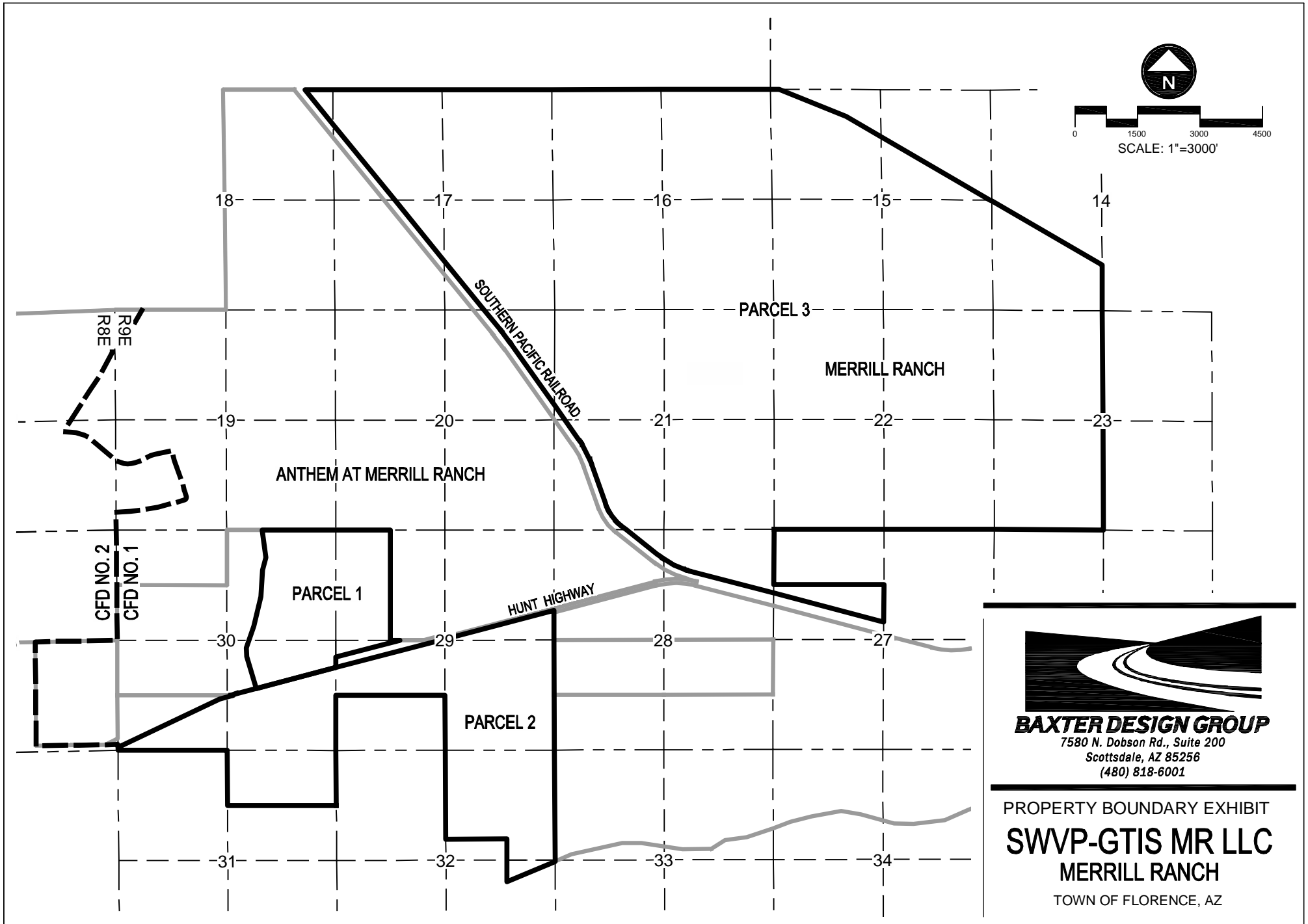
Thence continue North 39 Degrees 07 Minutes 40 Seconds West, a distance of 1,067.57 feet to the Point of Beginning.

Containing 3,394.70 acres, more or less.

Except:

All that part lying within the Felix Road Right of Way as depicted on the Map of Dedication recorded in Cabinet H, Slide 39, Pinal county records.

Containing 2.57 acres, more or less.



BAXTER DESIGN GROUP

7580 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

PROPERTY BOUNDARY EXHIBIT

SWVP-GTIS MR LLC

MERRILL RANCH

TOWN OF FLORENCE, AZ

EXHIBIT B

PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNAL DEVICES, SIDEWALKS, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR A DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.

EXHIBIT C

When recorded, return to:
[Insert SWVP info]

NOTICE OF LOT HOLD AGREEMENT

Notice is hereby given that SWVP-GTIS MR LLC, a Delaware limited liability company ("Owner"), has subdivided a single-family residential subdivision under the name of _____ ("Parcel") located in the Town of Florence, Pinal County, state of Arizona. The Final Plat for this parcel has been recorded as Fee No. _____ on _____ by the Pinal County Recorder.

Included in this parcel are lots _____ that are currently shown to be within the limits of the FEMA Flood Zone A (a 100- year storm event). By recordation of this Notice of Lot Hold Agreement, the owner of the lots has agreed to not allow sales or vertical construction of houses upon the above mentioned lots until such time that FEMA has removed the lots from the Flood Zone.

Upon the issuance of a letter of map revision by FEMA removing the lots mentioned in this agreement from the FEMA Flood Zone, this Notice of Lot Hold Agreement will be deemed terminated and, upon request by Owner, the Town of Florence shall sign and record a **TERMINATION OF LOT HOLD AGREEMENT**.

SWVP-GTIS MR LLC

By: _____

Name: _____

Its:

State of Arizona)
) ss
County of _____)

Acknowledged before me this _____ day of _____, 2018
by _____,

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above/attached instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT D

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED NOVEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, AMONG OTHERS. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND NOVEMBER 31, 2038.

MEMORANDUM

To: Mayor and Town Council
From: Brent Billingsley, Town Manager
Copy: Department Heads
Date: October 1, 2018
Re: Town Manager's Report



I thought that it would be important to make the connection between the Council Strategic Plan and current Town priorities, therefore this memo provides select updates by Strategic Plan Area. It is not intended to be exhaustive list, just an update on one project per area. I do not want to supplant or duplicate the individual department reports that Council receives on a monthly basis.

Community Vitality: The Community Services Department Fall and Winter 2018 Activity Guide was sent to homes over a week ago. The guide lists programs and events from Recreation, Senior Services, Library, Aquatics and Fitness from September to December 2018. Staff has received an overwhelmingly positive response from the public, many who have stated that they had no idea the Town offered this level of programming. This was the first time that the guide has been mailed to all residences in the 85132 area code. Staff hopes the mailing of the guide will increase attendance at programs and events.

Economic Prosperity: The Town has received a Development Agreement Application from Arizona Fight Club. Randy and Julie Robles intend to build a boxing and fitness gym in Florence. They have been working with an architect on the design and already have a contractor for the project.

Leadership and Governance: Every two years, the Town Clerk's Office conducts a training program for incoming Town Council Members to support them during their first weeks in office. Workshops are specially designed to assist with the Council/Manager Form of Government, municipal budget and financing, the Open Meeting Law, planning for the future, and the functions of each of the Town departments. Newly Elected Training kicked off the week of September 17th.

Partnerships and Relationships: Last week the Town of Florence and Pinal County hosted the Arizona State Transportation Board here in Florence. Festivities included a golf tournament, Board Dinner at the Windmill Winery, Continental Breakfast, and ultimately the ADOT Board Meeting. The response has been overwhelmingly positive.

Transportation and Infrastructure: The Public Works Department is currently conducting our annual Polymer Modified Asphalt Rubber (PMAR) and HA5 paving programs. This year's PMAR program started the week of September 17th and will result in 83,859 square yards of paving. The HA5 program will begin September 24th and will result in 143,584 square yards of paving.

Upcoming Events/Meetings/Forums:

- The Florence Community Services Department is working with the Pinal County Attorney's Office to host a Domestic Violence Awareness event on Thursday, October 4th. The event will begin at Padilla Park at 5:30 p.m. and will conclude with a candlelight walk down Main Street to the Suter House, where victims and witnesses of domestic violence will be displaying works of art. A small reception will be held at the Suter House.

Success Stories:

- FYI, these are **good** numbers on statewide sales tax collection (for the top five categories):

Table 2 Sales Tax Growth Rates Compared to Prior Year		
	<u>August</u>	<u>YTD</u>
Retail	9.8%	6.6%
Contracting	21.7%	18.1%
Use	15.5%	1.2%
Restaurant & Bar	8.3%	8.2%
Utilities	(4.1)%	(1.5)%

- Highway User Revenue Fund (HURF) collections of \$120.7 million in August were up **5.6%** compared to August of last year and were **\$(422,400) or (.3)%** below the forecast.
- In July, Arizona's 12-month total of single-family building permits was 29,927, or **15.1%** more than a year ago. The comparable single-family permit growth rate for the entire U.S. was **7.7%**. For reference, in July, Florence's 12-month total of SF Building permits was 234, or **32.2%** higher than a year ago (that running 12-month total was 177).
- Arizona's Office of Economic Opportunities reported that 20,879 initial claims for unemployment insurance were filed in July, a decrease of **(4.5)%** compared to the same month last year.
- The inmate population was 42,209 as of August 31, 2018. This is essentially **flat** since June, and a **(0.1)%** decrease since last August.



PRESS RELEASE

For Immediate Release September 25, 2018

Press contact: Benjamin Bitter
Assistant to the Town Manager / Public Information Officer
Office: (520) 868-7541
Benjamin.Bitter@FlorenceAZ.gov

Town Restructures Operations to Become More Business-Friendly and to Expand Economic Development Efforts

The Town of Florence recently restructured various departments to better respond to the needs and demands of the business community and town residents. The moves will allow for greater communication and more efficient operations, and position Florence for greater success in the future.

As part of these efforts, the Town is making various personnel and organizational adjustments. Due to the heavy demands placed on the Development Services Department, the Department has been split, with the creation of the Public Works Department and the Community Development Department. This split allows for a greater focus on Town infrastructure, while also maintaining the cohesiveness of the “One Stop Shop” that allows for a single destination for developers and those seeking improvements to their properties. Chris Salas, formerly the Director of Development Services, will now serve as the Public Works Director. Larry Harmer, formerly the Planning Manager, will now serve as the Director of Community Development.

The Town is also focusing more on economic development efforts. Key staff has been assigned to dedicate time to business expansion and retention efforts. Jennifer Evans, the Town’s Management Analyst, will work directly with businesses and economic development organizations to provide assistance that can result in the retention and creation of jobs and further investment in the Town of Florence. To create synergy with the “One Stop Shop,” Jennifer will move her office from Town Hall to the Community Development Building.

Finally, within the Finance Department, a vacant Accountant position has been reclassified to a Budget Analyst position, to expand the role and responsibilities of that position and to enhance transparency and support in the development of the Town’s annual budget.

Each of these adjustments speak directly to the five priorities of the Strategic Plan that was adopted by the Town Council in 2017. The organization remains focused on enhancing community vitality, promoting economic prosperity, building up robust transportation options and infrastructure, providing effective leadership and transparent governance, and on developing and nurturing partnerships in the region. By aligning the organization more closely to the Strategic Plan, the Town feels that it can better position itself for future success.



TOWN OF FLORENCE

Community Development

224 W. 20th Street

Florence, AZ 85132

Office: 520-868-7542

Fax: 520-868-7546

MEMO

MEETING DATE: October 1, 2018

STAFF PRESENTER: Larry Harmer

SUBJECT: Community Development Staff Report

Projects:

Anthem at Merrill Ranch

- Unit 3
 - Landscape Plan submitted March 2018 - approved
- Unit 5
 - Applied for permits March 2018
 - Landscape Plan submittal late 2018
 - Pave 1st quarter 2019
- Unit 7
 - Applied for permits March 2018
 - Landscape Plan submittal late 2018
 - Pave 1st quarter 2019
- Unit 17 - Replat
 - Difficulty contacting Owner
- Unit 24
 - Improvement Plan approved
 - Final plat approved and recorded
 - Landscape Plan submittal 2020
- Unit 32
 - Improvement Plan approved
 - Final plat approved and recorded
 - Landscape Plan submittal 2019
- Unit 34
 - Improvement Plan approved
 - Landscape Plan submittal 2020
- Unit 38
 - Improvement Plan approved, plat recorded
 - Need Letter of Acceptance into Warranty

- Unit 50 – 1-year warranty
 - Approved 2/6/2017 – walked 4/11/2018 – Items complete
- Unit 52
 - Final plat approved and recorded
 - Permits pulled
 - SW Gas – June 2018
 - Pave - September 2018
 - Landscape Plan submittal – August 2018
- Unit 55
 - Improvement Plan approved
 - Plat approved and recorded
 - Construction to begin mid / late 2019
 - Landscape Plan submittal – 2020
- Unit 56A
 - Final plat approved and recorded
 - Permits pulled
 - Paved April 2018 – high air voids – EA Protex
- Unit 60
 - Improvement Plan approved
 - Plat approved and recorded
 - Landscape Plan submittal – 4th QTR 2018
- Unit 31, 33, 35A & 35B
 - Preliminary Plats have approved by the Planning and Zoning Commission on August 16, 2018.
 - The Final Plat for Unit 35A was presented to Town Council on September 17, 2018.

Attaway Crossing Annexation

- A preliminary land plan was shared showing primarily single family residential with a 20 acre commercial site
- Updates have been received from Applicant
 - A new annexation petition needs to be submitted
 - A revision to the cost-benefit has been prepared that addresses years 11-20
 - A new PUD will be submitted to address this development as free-standing (separate from Merrill Ranch)

Mesquite Trails

- No new updates from previous staff report

Walker Butte

- No new updates from previous staff report

Wild Horse Estates Annexation Pre-app

- No new updates from previous staff report

Building Code

- FINAL 2012 ICC Code Adoption out of Attorney Review, Ordinance in review

Depew Property

- No new updates from previous staff report

Rail 3 – 390 N. Main Street

- Building Safety letter sent to Owner on 5/30/2018
- Met with Pecas Beebe on 7-18-2018 – requested up-to-date floor plan and complete compliant ADA bathroom. Stamp by Architectural Engineer
- No new updates from previous staff report

Kokopelli Moon Saloon – 255 N. Main Street

- Building Safety letter sent to Owner 6/13/18 after first fire
- Building Safety letter sent to Owner 6/29/18 after second fire
- Building Safety letter sent to Owner 7/27/18 with structural evaluation

Florence Artisan Acres (Windmill Winery)

- A new Development Agreement was approved by Town Council on September 4, 2018
- Design Review for the new Winery Inn was approved by the Planning and Zoning Commission of August 16, 2018.

Monarch/Aspen Farms

- In the development team's hands. Town is awaiting updated submittal.
- No new updates from previous staff report

Mosaic (Nazarene) Church – 2700 N Anthem Way

- No new updates from previous staff report.

Small Wireless Facilities

- The Town Council adopted the approval ordinances and resolution on August 20, 2018.

Smith Building

- Permit issued on 5/14/2018 for demo and replacement of stairs
- Permit issued 5/23/18 for wireless fire alarm
- No new updates from previous staff report

Change of Occupancy Letter

- No new updates from previous staff report.

Parking Code Amendment

- Preliminary draft amendment presented to Planning and Zoning Commission June 21, 2018

- P & Z Commission Work Session(s) will be scheduled to review the draft amendment
- No new updates from previous staff report.

Permits Issued August 2018 *(September totals should be available the 2nd week in October)*

- BLD-COMM - 1
 - BLD-RES-SFR-NEW – 21
 - OTHER – 14
- TOTAL – 36** (The lower total is typical for summer months)

Memorandum



To: Brent Billingsley, Town Manager
From: Bryan C. Hughes, Community Services Director
Date: September 17, 2018
Re: September 2018 Department Report

On Saturday, September 8th, the Recreation Leaders who work the Before and After the Bell program and the School Break programs, attended a workshop by Playworks, who train staff to improve interaction with kids and coordinate activities to keep kids engaged. They were joined by Recreation Coordinators, Megan Cetta and Ali Feliz, and several teachers from Florence K-8.



The Dorothy Nolan Senior Center held a successful fundraiser on Friday, September 14th to help seniors with projects at their homes that they cannot do themselves or afford to do in some cases. \$824 was raised for three projects that range from fixing several roof tiles, painting the exterior trim and fixing a ramp area for a senior to get into her house. In addition, three volunteers stepped up to help the seniors.

The Arts and Culture Commission meeting scheduled for Thursday, September 13th was cancelled due to lack of a quorum. The commission had four members, but one member resigned effective September 1st due to health issues. A Special Session has been scheduled for Thursday, September 20th so the Commission can discuss upcoming fall activities.

The Florence High School Swim Team is utilizing the Aquatic Center through October for practices and meets. The team is holding joint practices with the Poston Butte H.S. Swim Team a few days a week. The home and visiting teams continue to be very excited about holding meets at the facility and the staff are proud to help host the meets.

The deadline for submittals to the Town's Request for Qualifications (RFQ) for the Parks and Recreation Comprehensive Plan was September 14th. The Town received three submittals and plan to interview the consulting teams on October 2nd. It is anticipated that a proposal will be brought to the Town Council in November for consideration.

Staff is planning to do some annual maintenance at the Fitness Center at the end of the month, as well as rearrange equipment in anticipation of receiving the new cardio equipment next month. The Fitness Center will be closed for a few days while this work is being performed.

Staff has been attending a number of Arizona Department of Transportation (ADOT) and Maricopa Association of Government (MAG) trainings and workshops in the past month. Some of the trainings are mandatory due to the receipt of ADOT 5310 grant funds for the 14-passenger Cut-Away Van we will be receiving soon and the upcoming Give-A-Lift program we will be launching before the end of the calendar year.

The Veterans Memorial Committee is scheduled to meet on Wednesday, September 19th to discuss the project and launching fundraising efforts. A presentation to the Town Council on the project is planned in the next month.

Community Services is proud to be working with the Pinal County Attorney's Office to host a Domestic Violence Awareness event on Thursday, October 4th. The event will begin at Padilla Park at 5:30 p.m. and will conclude with a candlelight walk down Main Street to the Suter House, where victims and witnesses of domestic violence will be displaying works of art. A small reception will be held at the Suter House.

The Florence Teen Council (FTC) attend the Arizona League of Cities and Towns Youth Program Day for the third consecutive year. The FTC set a trend of doing video display presentations. Many of the youth groups now do these types of displays. This year there was a break out session for advisors, which Koko and David really enjoyed and took away some valuable information.



On August 24-25, the FTC held their largest teen event yet, the Teen Lock-In at the Library and Community Center. This event lasted 12 hours, from 7:00 p.m. to 7:00 a.m. There were activities throughout the night such as a video game tournament, talent shows, and constant movies all night. The students had a great time and cannot wait for next year.

Barbera Scoby, Librarian, recently resigned after several years as a part-time staff and six years as a full-time staff member to accept a position with the Pinal County Library District. Her last day is September 21st. She will be missed, and we wish her nothing but success in her new position.

**Parks and Recreation Department
Divisions Report
September 2018**

Recreation/Aquatics/Special Events Programs

Recreation Programs	Participants	Revenue	Notes
IBK	12	\$420	
Open Studio			Arts and Culture Program
Drum Circle	7		Arts and Culture Program
Free Teen Night @ AC	73		Free Event
Open Swim Adult	641	\$2,564	
Open Swim Child	1,028	\$2,056	
Aqua Aerobics	2	\$57	
Aqua Zumba	9	\$232	
Adult Lap Swim	19	\$76	
Adult Lap Swim- Fitness	1		Free for FC Members
Senior Lap Swim	4	\$16	

Facility Use Permits

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
51	162	3,588	\$681.25

Fitness Center – Membership Package

Fitness Package	Sales	Renewals	Total	Revenue
Adult Annual				\$
Adult Monthly	24	44	68	\$1,360
Adult Six Months	2	1	3	\$297
Employee Membership	1	8	9	Free
Green Tree Inn				Billed thru A/R
Senior Annual				\$
Senior Monthly	4	21	25	\$338
Senior Six Months	1		1	\$66
Youth Monthly	4	2	6	\$78
Youth Six Month				\$
Drop-In Fitness	4			\$24
Total Memberships	40	76	112	\$2,163

Fitness Center Classes

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic			\$0	
Silver Sneakers Classes			\$0	
Optum Fitness			\$0	
Zumba Class			\$0	

- Estimated member sign-ins throughout the month: 1,187
- Total membership packages sold: 112
- Fitness Center revenue for membership package sales: \$2,163
- Fitness Classes revenue: \$
- Total Revenue: \$2,163

Miscellaneous Revenue

Product	Total	Revenue	Notes
Paper & Markers		\$	
150 th Mug		\$	
Replacement Key FC	5	\$5	
Replacement Key AC		\$	
Swim Diapers	3	\$3	

Dorothy Nolan Senior Center

Activity	Monthly Total
Anthem Pharmacy	0
Angel Care Discussion	16
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Cribbage, Phase 10, Wii Bowling, Bunco-, Pool	260
Bingo	
Birthday Cards	20
Bible Study	19
Breakfast	127
Blood Pressures- Health South (Ali)	11
Blood Pressures – Florence Fire	12
Building Use	848
CAHRA	19
Crafts- with Doris Jewelry -3 Creations & Libations-3 Art –3	09
Coolidge Shopping	04
Computer Use	14
Diabetic Presentation by: Havier -Diabetes Academy 101	12
Dinner Date – Hong Kong Restaurant	08
Dollar Store	07
Dental Clinic	08
Exercise with Rhoda - Pizzazz,- Hand weights and walk a mile	103
Extension Food Program	0
Fitness Center	08
Grief Support	27
Guardian Angel Installation	0
Hair Cuts by Mary Helen	05
Healthy Eating by Lou	08
Home Delivered meals – 11- 13 clients	226
Knit/Crochet Club	06
Lost Meals	-11
Medicare Advocate Benefits	4
Movie & Popcorn	30
Music by Rudy	86
Senior Donation Account Meal Participant -Fudge Shop	23
Senior Hot Topics	18
Staff Cooked meals & senior meal	101/22- 123
Volunteer Hours	24 / 336
Wii bowling /Volleyball	33

Accomplishments:

The Center served 368 meals to 36 participants. We had new senior participant this month. Rides were provided for 40 riders, 356 trips to the Center and 24 errands and 20 special events. We traveled 1571 miles.

Hermelene -130, Town Rumors -18, Payson Day Trip -18, Tell A Joke Day -08, Crafts with JoAnn- 03, Global Forgiveness Day

Florence Community Library

August 2018

August Statistics

- 14,258 total items were circulated in August
- 121 library cards were issued
- 871 patrons signed up for use of the computer lab computers
- 2,383 wireless sessions were held
- 198 person(s) attended 4 program(s) presented by the library

August Activities

- 8/3/2018: Library Manager Jasper Halt and Librarian Gloria Moreno attended a Fab Lab planning meeting
- 8/8/2018: Family Craft
- 8/8/2018: DES Child Support Services hosted an information table at the library.
- 8/11/2018: August Library Movie
- 8/17/2018: Library Manager Jasper Halt attended a Water/Ways planning meeting.
- 8/22/2018: Family Flick
- 8/22/2018: DES Child Support Services hosted an information table at the library.
- 8/24/2018: Library Manager Jasper Halt attended a meeting of the Pinal County Library District.
- 8/29/2018: Librarian Gloria Moreno attended an outreach event at Florence K-8

Upcoming Program

Artist on the Southwest Road: Willard J. Page
November 7, 5:30 pm

Wednesday, November 7 at 5:30 pm, the library will host author/historian Carolyn O'Bagy Davis. Davis will present her talk, **Artist on the Southwest Road: Willard J. Page**.

Willard J. Page, 1885-1958, worked as a quick-draw artist with the Redpath-Horner Chautauqua, but when that work ended about 1920, he turned to painting miniature landscapes, souvenirs, or "suitcase art." Because his wife, Ethel, suffered from crippling arthritis, Willard built a camper on a Dodge chassis, and the couple spent winters traveling from their home in Colorado through the Southwest, selling art along the way. Willard especially loved Arizona where he painted scenes of the desert, the Catalina and Superstition Mountains, and the Grand Canyon. With the demise of the Chautauqua and into the Depression years, Willard Page twice reinvented his career, never giving up his passion to paint. His miniature landscapes promoted Arizona and the Southwest, and through his work he made art accessible to tourists and everyday people. Over the years, Willard Page painted thousands of tiny paintings, most selling for less than \$2.00, miniature landscape jewels that now hang in homes across the country.

This program was made possible by AZHumanities, and is sponsored by the Friends of the Florence Community Library. For more information, or to sign up, please contact the library at (520) 868-8311.

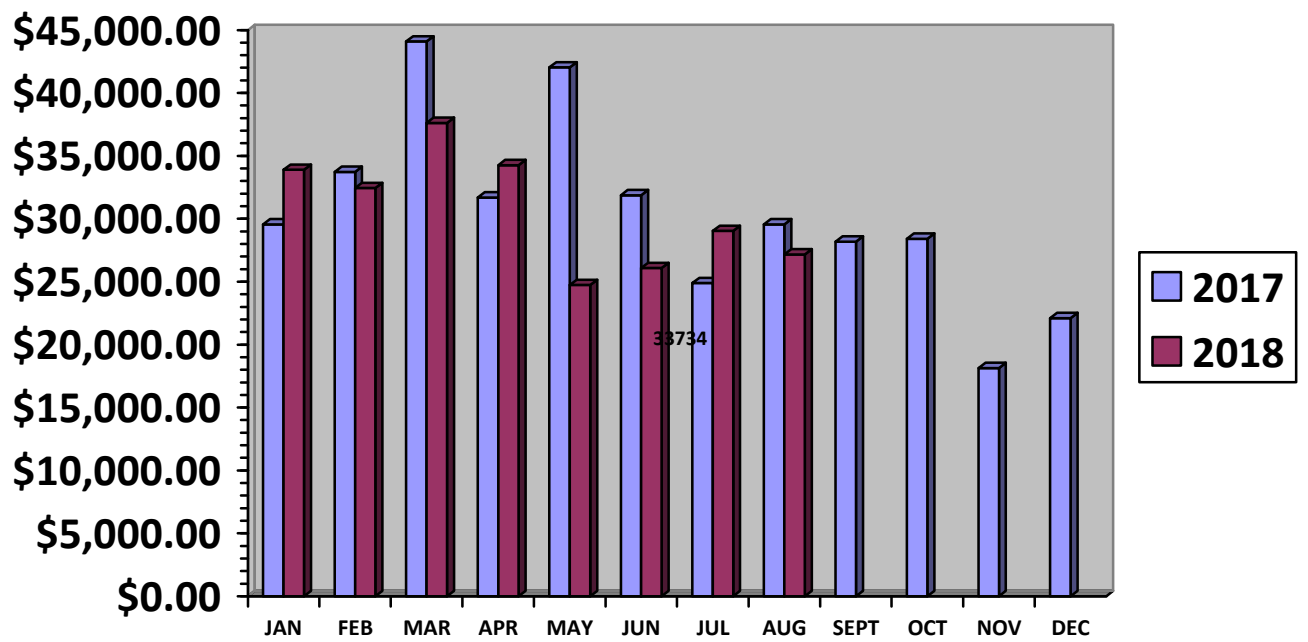
Revenue for August was increased from last year.
Administration of the Court's modified their collection
program. Expecting a positive outcome!

COURT FINANCIAL REPORT

August 2018

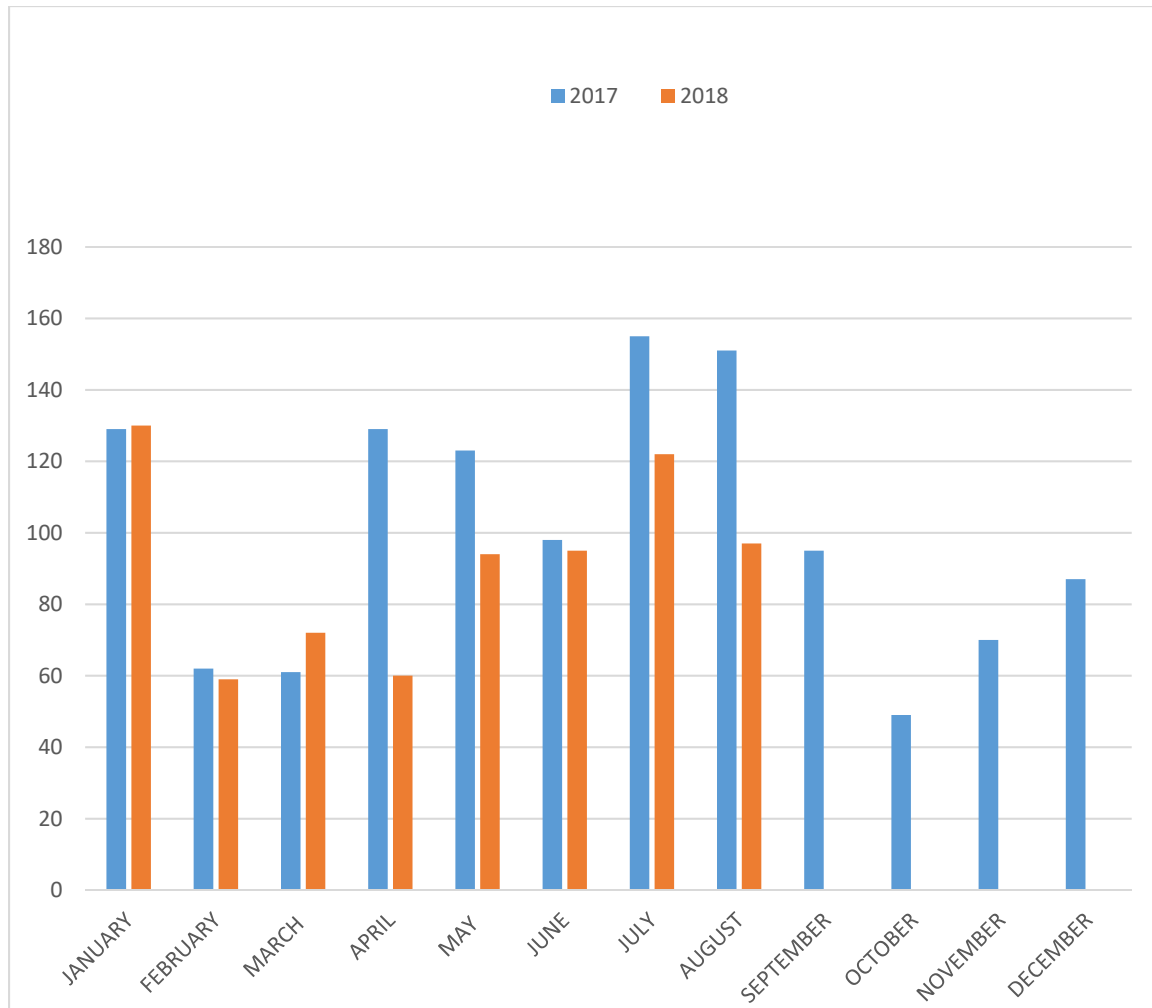
IRENE ENRIQUEZ – Court Administrator

DISTRIBUTION TYPE	AUGUST 2018 (CURRENT)	AUGUST 2017 (LAST YEAR)
FINE, FEES, & TRAFFIC	12,546.61	14,790.66
STATE SURCHARGES	6,769.07	8,192.71
STATE JCEF	424.48	391.29
LOCAL JCEF	228.55	210.68
STATE FINES	1,137.27	2,228.15
FLORENCE POLICE FUND	729.37	691.09
RESTITUTION	397.23	110.00
BONDS	1,052.00	0.00
PUBLIC DEFENDER FEE	297.95	220.99
JAIL HOUSING FEES	2,021.49	1,361.31
JUSTICE COURT FEES	48.08	58.68
GENERAL FUND	100.01	0.00
FARE SPECIAL COLLECTION FEE	1,028.21	791.58
FARE DELINQUENCY FEE	243.24	400.95
VICTIMS RIGHTS ENFORC.	95.93	113.34
PCSO FUND	0.00	0.00
OVERPAYMENT REFUND	44.00	0.00
COUNTY REVENUE	47.47	58.68
STATE REVENUE	9,698.20	12,118.02
TOWN REVENUE	15,967.98	17,274.73
RESTITUTION AND BONDS	1,449.23	110.00
TOTAL MONTHLY REVENUE:	\$27,163.49	\$ 29,561.43



8.1% Decrease from 2017

COMPLAINTS AND CITATION FILED



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2017 –	129	62	61	129	123	98	155	151	95	49	70	87
2018 –	130	59	72	60	94	95	122	97				

CITATION BREAKDOWN

Below are the types of cases filed for the month of AUGUST 2018

CIVIL TRAFFIC VIOLATIONS	-	72
MUNICIPAL CODE	-	0
CRIMINAL TRAFFIC	-	5
CRIMINAL	-	16
DUI	-	0
DOMESTIC VIOLENCE	-	4



Finance Monthly Report
August 2018
17% of the fiscal year

To: Brent Billingsley, Town Manager
From: Joseph Jarvis, Finance Director
Date: 9/17/18

Facts about the Town's Utilities

Utility Bills Processed: 4,230

New Accounts Opened: 35

Service Orders Completed (water & wastewater): 684

Service Orders Completed (sanitation): 333

As of September 11, 2018, the Town of Florence will no longer be a pay station for Fiserv. Staff is going over and above to inform customers of this change.

Included is the August 2018 statement from PFM.

September 10th was Terry Quest's final day with the Town as an Accountant. He accepted a position with a school district within the State.

	REVENUE	REVENUE	PERCENT	EXPENSE	EXPENSE	PERCENT
FUND	BUDGET	RESULT	COLLECTED	BUDGET	RESULT	SPENT
General	15,199,070	1,986,879	13%	15,185,620	2,652,650	17%
Capital	1,230,000	-	0%	1,457,640	24,708	2%
Streets	3,238,310	273,096	8%	7,966,495	1,391,074	17%
Construction	161,000	-	0%	-	-	0%
Water	3,045,080	1,094,010	36%	4,276,360	380,607	9%
Wastewater	3,861,650	753,650	20%	7,823,320	833,461	11%
Sanitation	864,700	134,542	16%	841,290	127,060	15%
TOTAL	27,599,810	4,242,177	15%	37,550,725	5,409,560	14%



Portfolio Summary and Statistics

For the Month Ending **August 31, 2018**

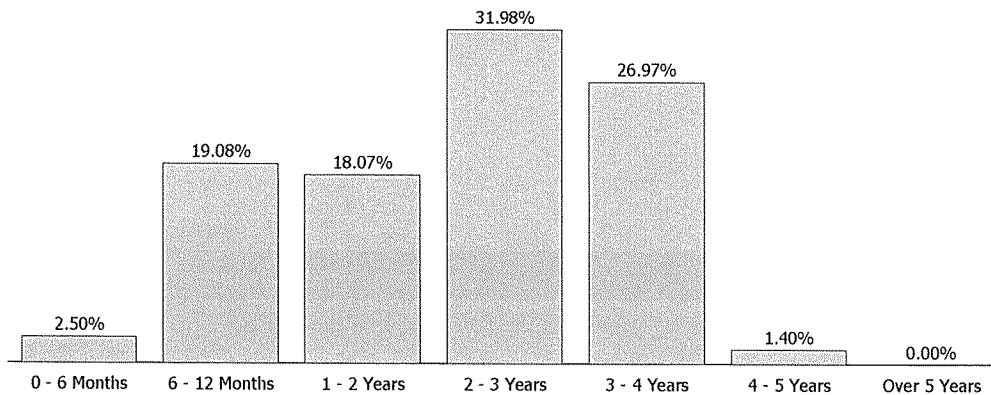
TOWN OF FLORENCE OPERATING FUNDS - 28620000

Account Summary

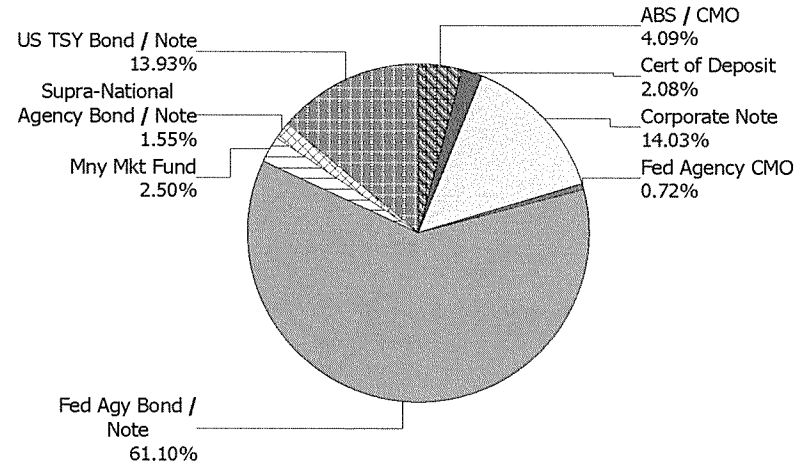
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	5,400,000.00	5,366,761.30	13.93
Supra-National Agency Bond / Note	600,000.00	595,981.20	1.55
Federal Agency Collateralized Mortgage Obligation	271,999.67	275,739.20	0.72
Federal Agency Bond / Note	24,200,000.00	23,547,470.25	61.10
Corporate Note	5,470,000.00	5,406,364.74	14.03
Certificate of Deposit	800,000.00	802,070.80	2.08
Asset-Backed Security / Collateralized Mortgage Obligation	1,585,000.00	1,577,059.96	4.09
Managed Account Sub-Total	38,326,999.67	37,571,447.45	97.50%
Accrued Interest		171,685.79	
Total Portfolio	38,326,999.67	37,743,133.24	
PFM Funds - Govt Select, Instl Cl	964,389.14	964,389.14	2.50
Total Investments	39,291,388.81	38,707,522.38	100.00%

Unsettled Trades 0.00 0.00

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	2.02%
Yield to Maturity at Market	2.72%
Duration to Worst	2.14
Weighted Average Days to Maturity	846

Fire Department

M E M O R A N D U M

DATE: September 5, 2018

TO: Brent Billingsley, Town Manager

FROM: David Strayer, Fire Chief

SUBJ: Summary of August 2018 and Plans for September 2018

The fire responses for 2018-2016 are as follows:

August 2018	Location of Calls					
Type of Calls	<i>Florence Proper</i>	<i>Florence Gardens</i>	<i>Anthem</i>	<i>Prisons</i>	<i>Mutual Aid</i>	<i>Totals</i>
Brush Fires	0	0	1	0	0	1
Structure Fires	1	0	1	0	1	3
Vehicle Fires	0	0	0	0	0	0
Trash Fires	0	0	0	0	0	0
EMS	60	17	34	61	0	172
HazMat	1	0	0	0	0	1
Electrical Arching	1	0	0	0	0	1
Police Asst./Public Asst.	0	1	3	3	0	7
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	0	0	0	0
Controlled Burning	0	0	0	0	0	0
False Alarm/System Malfunction	1	0	6	0	0	7
Emergency Stand by (move up)	3	0	31	0	3	37
Other Calls	2	0	4	2	4	12
TOTALS	69	18	80	66	8	241

Three Year View	2018		2017		2016	
	Aug	YTD	Aug	YTD	Aug	YTD
EMS	172	1226	158	1307	162	1421
Fire Calls	4	38	3	30	0	44
All other Calls	65	716	72	706	74	549
TOTALS	241	1980	233	2043	236	2014

Summary of August

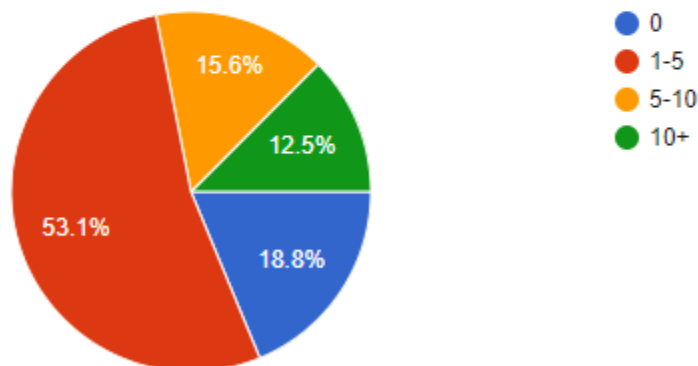
Fire Chief Report

- Attended August Management Team meetings (every Tuesday)
- Conducted weekly Fire Staff meetings
- Attended August Town Council Meetings
- Attended a Development Agreement meeting with Artisan Acres August 7th.
- Held a meeting with the American Medical Response Regional Manager August 8th.
- Attended a meeting with Horizon Health Services August 8th.
- A Local Emergency Planning Committee Meeting was held August 9th.
- Attended a meeting with Developmental Services August 16th.
- Attended a meeting with Town Admin August 17th.
- Webinar training on firefighter mental health completed on August 30th.
- FD members provided CPR and AED training to other Town Departments in August.

Conducted research as part of an applied research project regarding fires in historic districts. Developed a survey that collected data from fire departments throughout the United States. The research is being conducted to develop recommendations to improved fire safety and identify funding sources that may be utilized in Florence's Historic District. Selected responses are provided below (32 responses from 18 States):

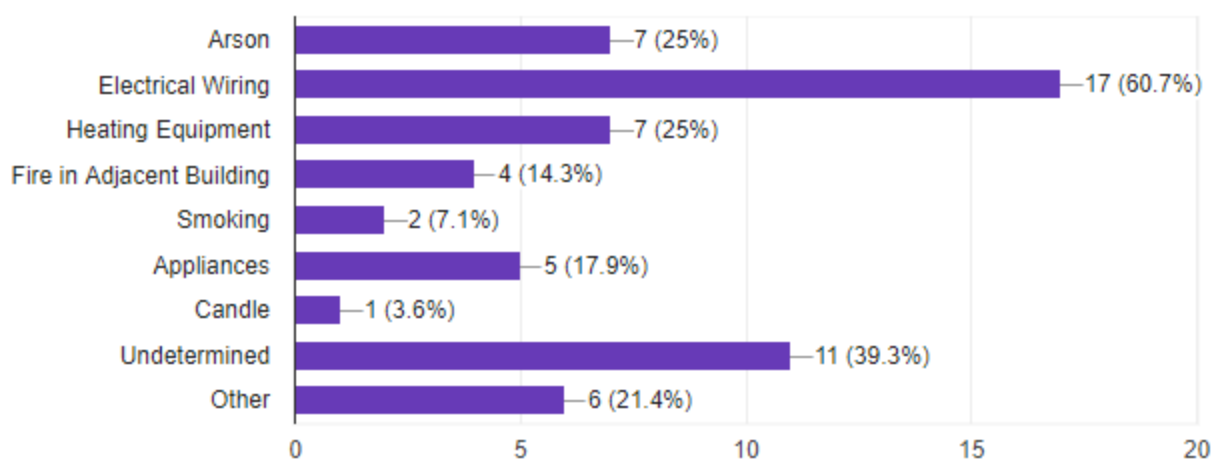
How many structure fires have occurred in your Historic District in the last 20 years?

32 responses



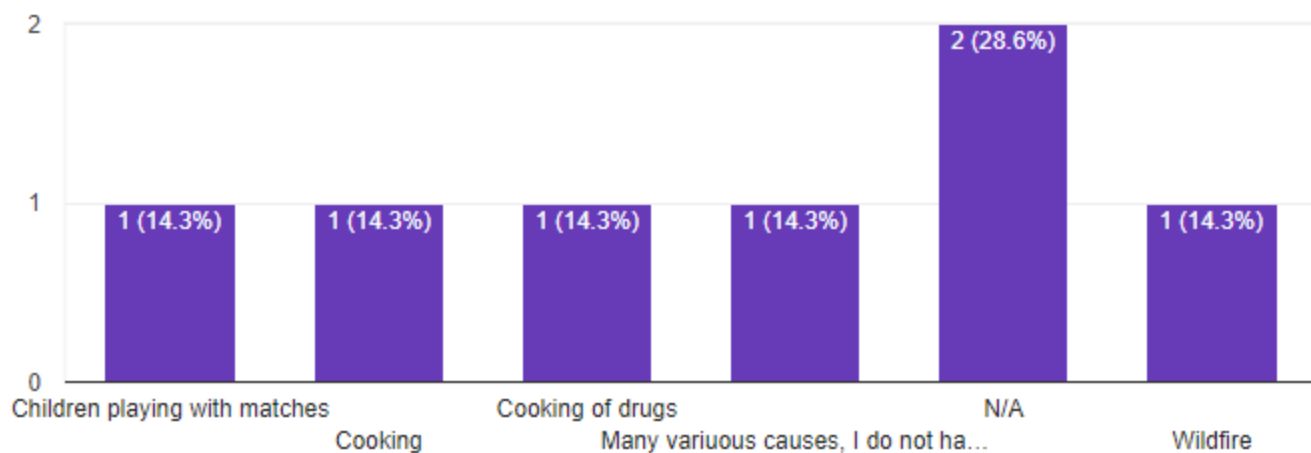
What was the cause of the fires (choose all that apply)?

28 responses



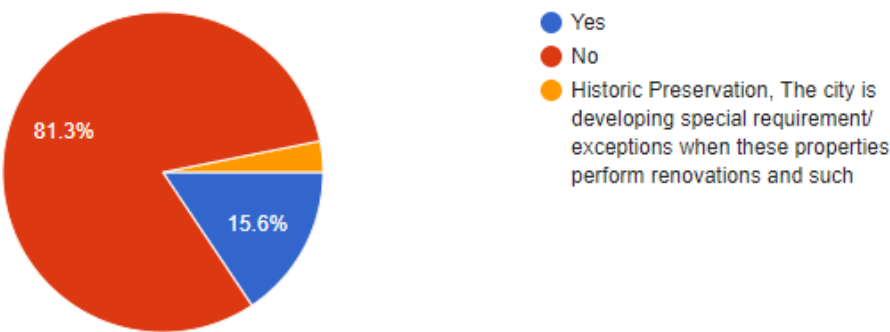
If other, please provide the cause.

7 responses



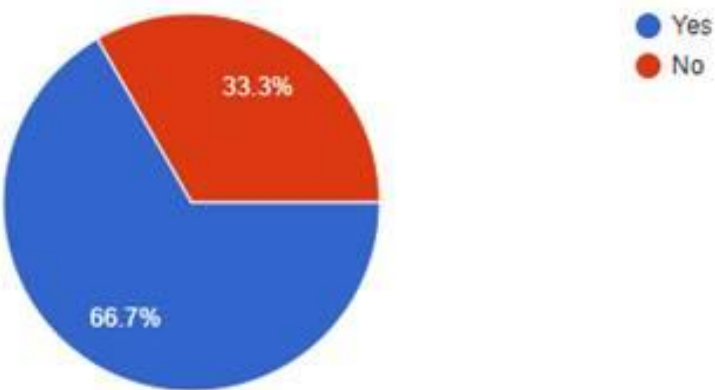
Does your agency have a fire safety program/code enforcement process designed specifically for historic buildings/districts?

32 responses



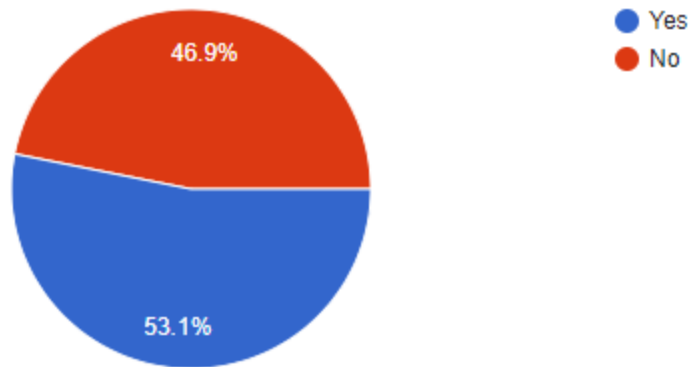
Are there vacant buildings in your Historic District?

33 responses



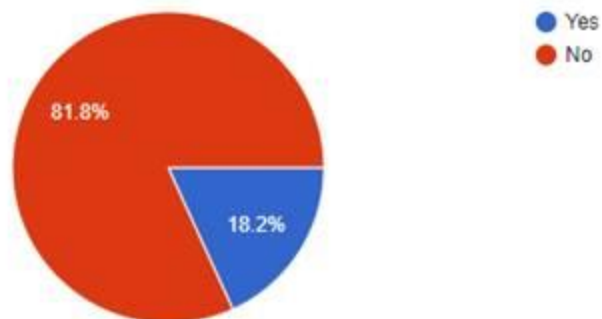
Are there absentee property owners in your Historic District?

32 responses



Do you have a program that addresses vacant buildings and absentee owners?

33 responses



If yes, please provide a description of your program.

5 responses

Routine and periodic inspection for property maintenance concerns, attempts to resolve through unsafe structure actions

City office of Licenses and Inspections is responsible for identifying owners and notifying FD of unsafe conditions.

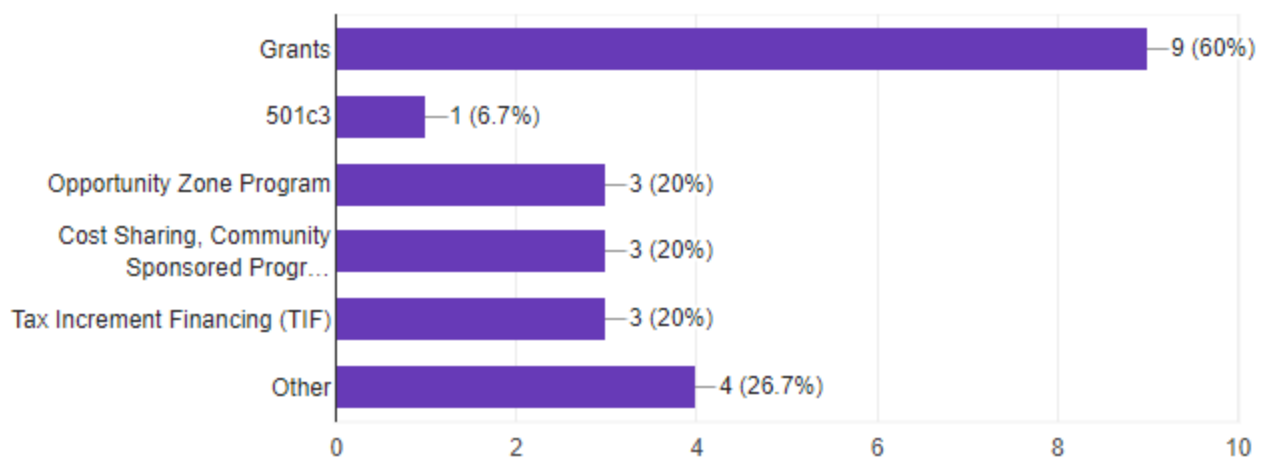
Each park unit has a structural fire management plan

N/A

Fire code enforcement statutes...

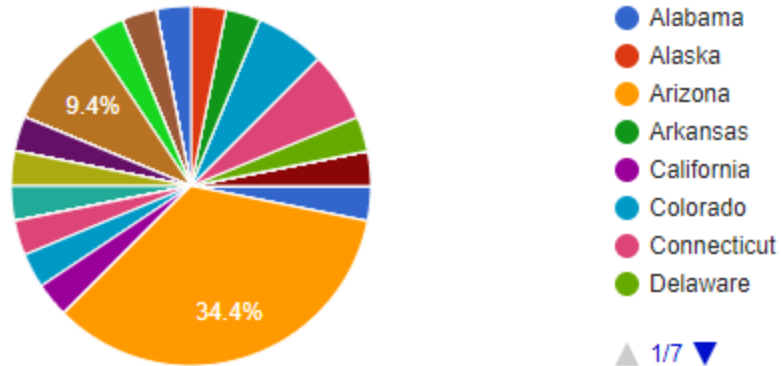
Does the Historic District in your community have any specific economic incentives, programs or other funding options available to improve fire and life safety? (choose all that apply)

15 responses



What State is your Agency located in?

32 responses



Division Report – Administration

Incidents

- 244 Orlando Hazmat Unknown Oder
- 1000N Main Electrical Fire

Permit Construction Inspections

- FUSD- Fence Permit site visit review

Safety Surveys

- **Initial Inspections**
- 240 N Main Site inspection for new tenant
- Florence Gardens Club House Site Visit
- Anthem Parkside CTR Site Safety
- Anthem Union Center Site Safety
- Post Butte Café Site Safety
- Post Butte Club House Site Safety
- Post Butte Maintenance BLDG Site Safety
- Rockitos Food Truck Mobile Food truck Inspection

Follow Up Inspections

- 111 N Main ESP Down Town
- Global Nail & Salon Anthem
- Valentinos Anthem

Re-inspections

- | | | |
|-------------------------|-----------------|-----------|
| • 199 E Butte | Donut Shop | Down Town |
| • 424 E Butte | Exline Property | Down Town |
| • All-State | | Anthem |
| • C&G Cigar Shop | | Anthem |
| • Elite Shutters-Blinds | | Anthem |
| • Family Dental Office | | Anthem |

Plan Reviews

- | | |
|---------------------------|---------------------------|
| • Hood Suppression System | New Install |
| • 240 N Main | Site review new tenant |
| • FUSD | Fire Access Security Gate |

Meetings

- Permit Requirements FUSD
- Pinal County Court-Response Meeting
- Public Safety Board Meeting
- FUSD Threat Vulnerability Assessment FPD/FD

Training

- EMT Refresher
- Advanced (CPTED) Training Crime Prevention Through Environmental Design
- Jenson Hughes Fire Protection Training
- Regional Ladder Training

Special Assignments

- Terrorism Liaison Officer (TLO)-Field Incident Technician (FIR) Assignment-Cardinals Stadium

Projects

- AED Project
- Wireless Fire Alarm Project-On going
- TLO Updates
- Code Amendment Project updates
- Town Inspection updates Project
- Town FEE Updates
- PC Active Shooter Planning Project
- Web site update project
- Engine Company-Response Guide and Safety Survey project (training)
- Existing Building Safety Surveys
- Burn Permit Procedures

Division Report – Operations

- Working with I.T. for Ladder Vehicle location upgrade
- Current Portable radio's Police and Fire no longer manufactured parts support ends January 2019
- Anderson continuing to work on Emergency Reporting and Electronic Patient Care Reporting (ePCR) with Chief Sample and participating members.
- Continuing to work through issues with ePCR as we find them. Continuing to train members as needed.
- Maintenance with Superstition Fire Medical Emergency Vehicle Mechanics
- Accountability Shields in process of getting purchased for front of helmets
- Class A foam ordered to replace used on fires
- 3rd quarter EMS meeting notes August 23, 2018
- Mike Harrison working with Public Works, ADOT and Prevention for Opticom components for street lights to assist emergency responder's quicker access through traffic signals.
- Town safety committee meeting lead Scott Barber.
- Employee incentive and recognition committee lead Lisa Garcia
- Working with Pinal County Fire Departments for regional training
- Public Safety Communications Group meeting Florence PD and Fire
- Working with Florence PD in Public Health Excellence in Law Enforcement with training for new equipment and medications.
- EMS refresher training for Florence Fire Paramedics and EMT's was completed in August.
- Emergency Vehicle Operator training was provided to the new reserve/part time Firefighters in August.

Public Education and Community Risk Reduction

- An open house at Fire Station 1 has been scheduled for October 13th.
- The annual FD Awards Banquet has been scheduled for November 2nd.
- Car seat installation and safety training is regularly conducted at both fire stations



Regional EMS continuing education (CE) training is conducted at both fire stations. Training on stroke emergencies was at conducted at fire station 1 August 23, 2018. It was attended by multiple agencies from the area.

Plans for September

- A meeting with Horizon Health Services is scheduled for September 5th
- A Department of Emergency Management Symposium is scheduled for September 19th.
- A post-incident analysis of the July 4 structure fire in Anthem is scheduled for September 20th.
- A Pinal County Regional Communications Consortium meeting is scheduled for September 24th.
- A Pinal County Substance Abuse Prevention meeting is scheduled for September 25th.



FLORENCE POLICE

Monthly Report – August 2018


Daniel R. Hughes, Chief of Police



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of August 2018. The monthly report is prepared for the Town Council's review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs and develop plans for improvement to provide the highest level of service.

Personnel

Employee	Position	Effective
<i>New Hire</i>		
Manuel Carrillo	Police Officer	8/6/18
Blake Andrews	Police Officer	8/8/18
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
1	1 Supervisor	
2	Full-time Dispatcher	Open continuous

Backgrounds complete for 2 officers. Both applicants offered and accepted position of FT Officer. Began background for 1 reserve officer.

One recruit completed the academy and began FTO.

Chief of Police

Chief of Police, Daniel R. Hughes attended the following meetings during the month of August:

- Town Council Meetings
 - Management Team Meetings
 - Weekly FPD Administrative Meetings
 - Purchasing Committee Meeting
 - Fire and Police Communication Meeting
 - Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting
 - Pinal County Law Enforcement Association (PCLEA) Meeting
-

Administrative/Support Services

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, and Departmental Budget/Finances.

The Support Services Manager (Deanna Husk) had the following monthly activities:

- Update of Policy/Procedures for Evidence/Property
- On0going update of Policy/Procedures for Volunteers
- Update of Communications Policy – Committee with Patrol Division
- Preparation for PCLEA Meeting
- Updating Training Manual for Dispatchers
- Reviewing information for accreditation

Communications

The Dispatch Supervisor had the following monthly activities:

- 3 Full-time Dispatcher positions vacant
- 1 Dispatcher in training
- Scheduling & testing new applicants
- Revision of draft of Dispatch Policy & Procedures
- Working on Superior Fire Billing

Calls for Service

Below is a table that depicts the total calls for service handled by FPD dispatchers during the month of August. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	Beat 1	Beat 2	Beat 3	TOTAL
911 Line	31	10	20	61
Crime Stop Line	0	0	0	0
Officer Report	267	86	297	650
In Person	76	7	3	86
Radio Transmission	2	2	2	6
State TT/NLETS	0	0	0	0
Telephone	189	47	65	301
TOTAL	565	152	387	1104

Average Response Time to Calls for Service

6 Month Reporting Period: March 2018 to August 2018

	Mar	Apr	May	Jun	Jul	Aug
Priority 1	4:33	4:44	3:36	5:28	6:54	4:21
Priority 2	6:23	7:24	5:47	4:51	10:01	7:17
Priority 3	23:54	19:03	21:23	21:13	17:51	20:29
Priority 4	10:26	9:48	25:40	24:16	22:15	13:00

Definitions:

- Priority 1 These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.
- Priority 2 These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
- Priority 3 These priorities are those in which there is no threat of personal injury or major loss of property.
- Priority 4 These priorities are those of a report nature only.

AUGUST 2018 – Offense Count Index

Classification of Offense	Offenses Reported	Unfounded Complaint	Actual Offense	Offenses Cleared	Juvenile Clearance
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	1	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	11	0	11	10	2
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	1	0	1	1	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	1	0	1	1	0
e. Other Assaults – Simple	9	0	9	8	2
BURGLARY	1	0	1	1	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	1	0	1	1	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	10	0	10	0	0
MOTOR VEHICLE THEFT	1	0	1	0	0
a. Autos	1	0	1	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	23	0	23	11	2
Clearance(s) by Adult Arrest	3				
Clearance(s) by Juvenile Arrest	2				

**All data presented in this report is tentative until monthly audit is complete

Property & Evidence

During the month of August 2018, there were 154 envelopes/packages involved in 59 incident cases submitted for processing by the Property and Evidence Section. Of the total, envelopes/packages:

- 81 were Evidence items of which 4 were released, 73 were stored, 3 are out to officer and 1 out to Lab.
- 29 were Safekeeping items of which 3 were released and 26 were stored.
- 16 were Disposal items of which 16 were stored.
- 28 were Found items of which 27 were stored and 1 was released.

The items of evidence involved the following crimes:

- 5 - Drug Incidents
- 1 - DUI

2018 – Property and Evidence Processing							
TOTAL PACKAGES	EVIDENCE STORED	SAFE KEEPING	FOUND PROPERTY	DISPOSAL	RELEASED	OUT TO OFFICER	SENT TO LAB
154	142	29	28	16	8	14	1

The status of the Police Evidence Trust Fund bank account, involving \$5,186.14.

- 17 pending items
- 9 are for safekeeping/found property
- 7 are pending RICO forfeiture/Evidence
- 1 is to be returned to owner if located

Fingerprints were taken for 54 citizens by the Property and Evidence Section and Police Volunteers this month. The prints included volunteers, employee applicants and private citizens.

Fingerprints were taken for 63 citizens by the Property and Evidence Section and Police Volunteers this month. The prints included volunteers, employee applicants and private citizens.

Operations/Patrol

The Operations/Patrol Division is under the direction of Lt. Terry Tryon, and he has attended the following meetings during the month of August:

- Town Council Meetings
- FPD Management Team Meetings
- Weekly FPD Administrative Meetings
- Workflow Committee Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting

Professional Standards

One complaint was received. There were allegations that officers were harassing a citizen. Complaint is under review.

No internal administrative investigations initiated.

There was 1 use of force report for August 2018.

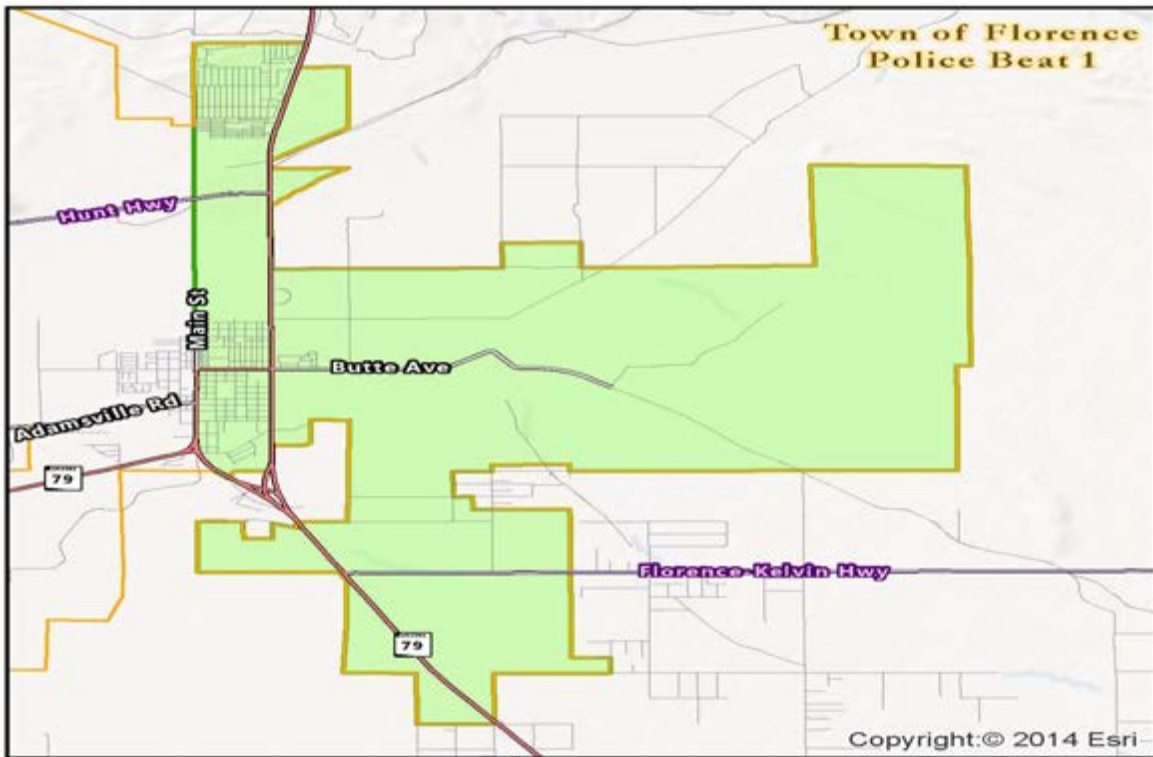
- Subject continued to resist arrest for a felony warrant. Officer utilized Taser which was not effective. Two Officers were able to subdue and place restraints on the subject. The subject was transported to Banner Ironwood to have a probe removed then booked into PCSO jail. Subject continued to be verbally aggressive towards officers and hospital staff. Subject also found to be in possession of narcotics for sale and was on active parole for previous drug charges.
-
-

Criminal Investigations Unit

Number of new cases assigned in August:		8	
Observed Offense	Assigned Detective	Case Status	Notes:
Disorderly Conduct	D. Helsdingen	Closed	Verbal only
Aggravated Assault	D. Helsdingen	Closed	Detainee assaulted Correctional Officer Felony Charges Approved, Grand Jury Warrant Issued suspect deported
Child Abuse	L. Gaston	Closed	No suspicion of abuse based on hospital information
Sex Offense (PREA)	D. Helsdingen	Closed	Verbal statements did not meet charging requirements
Criminal Damage	D. Helsdingen	Closed	Misdemeanor Charges Filed
Aggravated Assault	D. Helsdingen	OPEN	Felony Charges filed
Assault	D. Helsdingen	Closed	Misdemeanor Charges Filed
Domestic Violence	D. Helsdingen	Closed	Assisted Patrol SANE Kit collected
Number of cases carried over into August:		7	
Observed Offense	Assigned Detective	Case Status	Notes:
Fraudulent Schemes	D. Helsdingen	OPEN	Internet Scam identified by out of State agency Charges Filed
DUI-Accident with Injuries	D. Helsdingen	OPEN	Blood Results received from DPS felony criminal Charges filed waiting on PCA Review
Attempted 1 st Degree Murder	D. Helsdingen	Closed	Suspect In-custody report received from DPS resubmitted request for DNA additional investigation suspect is attempting to tamper with victim through FACEBOOK
Arson	D. Helsdingen	OPEN	Search Warrant Completed \$10,000 reward following up on leads
Sex Offense (Juvenile)	L. Gaston	OPEN	Child disclosed sexual abuse during forensic interview
Sex Offense (Juvenile)	L. Gaston	OPEN	Child disclosed sexual abuse during forensic interview
Hit & Run	D. Helsdingen	OPEN	Witness came forward with information-report completed and forwarded Charges to PCA, PCA requesting additional investigation
Number of joint cases worked in August:		4	
Observed Offense	Assigned Detective Primary/Secondary	Case Status	Notes:
Child Abuse	L. Gaston/ D. Helsdingen	OPEN	2-day old child taken to hospital with methamphetamine in system Mother arrested and still in custody

Homicide	D. Helsdingen/L. Gaston	OPEN	1 st Degree Murder Charges Filed
Search Warrant	D. Helsdingen/L. Gaston	OPEN	During arrest of mother for Child abuse methamphetamine was seen in plain sight search warrant written two subjects arrested
Molestation of a Child	L. Gaston/ D. Helsdingen	OPEN	Disclosure of juvenile of sexual abused felony charges pending
Other Activity:			
L. Gaston/ D. Helsdingen	DV Conference		
L. Gaston	Grand Jury		
L. Gaston	Forensic Interview		
L. Gaston/D. Helsdingen	Forensic Interview		
D. Helsdingen	Grand Jury x3		
D. Helsdingen	FA2 meeting		

Beat 1



Beat Statistics:

Beat 1 Supervisor – Sgt. D. Peterson

There are 6 officers assigned to Beat 1

Total number of calls for service (including traffic): 536

Total number of traffic stops: 192

Total number of accident reports taken: 7, 4 of which were on private property

Total number of citations issued: 32 for 42 violations

Total number of DUI: 0

Crimes against Persons

Assault: 5

Sexual assault: 3

Property Crimes

Burglary: 1

Criminal damage: 1

Shoplifting: 1

Theft: 2

Vehicle theft: 1

Monthly Activities

Total calls for service were up from last month (514). Person crimes (8) were up from last month (7). Property crimes (6) were up from last month (4). Five of the 14 reported index crimes

during this time period occurred in Detention Facilities. Officers in Beat 1 conducted Directed Patrols in the areas of previously reported crimes. Officers also conducted Field Interviews of persons throughout Beat 1 and inquired if there was any knowledge of any crimes being committed. The Directed Patrols and Field Interviews were utilized to gather information / suspects and also to provide a presence in the community to help deter additional crimes. There were 22 warrant arrests in Beat 1 during the month.

In addition to normal patrol, officers also conducted 201 Directed Patrols of businesses, apartment complexes, Florence Gardens and Caliente communities and the prisons.

Community Involvement and Education

Officers continued their visits to schools and grounds to prevent and / or detect any crimes. Officers were also assigned to school grounds for the first day of school.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Sex Offense reported on N. Pinal Parkway – While leaving the dining area in a group, one male inmate grabbed another male inmate's buttocks. Charges have been submitted to the court.

Sex Offense reported on N. Pinal Parkway – A female inmate reported that another female inmate had attempted to massage her and hug her around the waist area. She further reported that the other inmate watches her when she is in the shower. Charges were submitted to the court.

Sex Offense reported on N. Pinal Parkway – A male inmate reported that another male inmate has been requesting intimate relations with him. He further stated the second male has had breast augmentation and dances around in a bra and panties in front of him. On-going investigation.

Assault reported on E. Stewart Street – A domestic dispute escalated to the female being choked by her boyfriend. The male was arrested and booked into jail.

Assault reported on E. Stewart Street – A male approached his girlfriend in the parking lot and punched her in the face causing a minor injury. The male fled the scene prior to police arrival. Charges were filed with the court.

Assault reported on N. Pinal Parkway – Two female inmates had a fist fight over ownership of a pair of gray sweatpants. One female sustained a bump to her head and was treated on scene by medical staff. The second female, who admitted to throwing the first punch had charges submitted to the court against her.

Assault reported on N. Pinal Parkway - An inmate punched a Correctional Officer several times causing minor injuries to the officer's facial area. The officer was treated and released by medical staff. Charges have been filed with the court.

Assault reported on S. Orlando Street – Two female students were involved in a fist fight after school. Neither sustained injuries. This case is still under investigation.

Burglary reported on S. Park Street – While a homeowner was incarcerated, three males entered her home and removed several items (paintball guns and accessories, an air conditioning unit and a large television) without permission to do so. They also reportedly stole the homeowner's minivan. The three males were arrested and booked for this crime.

Vehicle Theft reported on E. Florence Heights Drive – A female reported that she believed that her friend's property was stolen and dropped off at her residence. The van and stolen items from the above event (F18080719) were recovered.

Theft reported on E. Feliz Street – A male reported that while he was at work someone took a basketball hoop / pole and base (valued at \$300.00) from his property without permission. A canvass for the stolen item had negative results.

Theft reported on S. Main Street – Two young females, possibly teenagers, entered the store and took a cellphone charger without paying for it. The charger is worth \$25.00. The females have not been located as of this time.

Shoplifting reported on N. Pinal Parkway – A male and female entered the store and removed three necklaces and fled the store without payment. The suspects were not located.

Criminal Damage reported on S. Main Street – An employee at the Ambulance station reported that someone had slashed the tires on their personal vehicle while they were working. No leads, at this time.

Accident reported on N. Pinal Parkway at E. 12th Street – A vehicle was southbound on N. Pinal Parkway when it was struck by an eastbound vehicle which passed a stop sign. No injuries reported. The at-fault driver was cited.

Accident on E. 6th Street at N. Bailey Street – A vehicle that was eastbound on 6th Street was struck by another vehicle which was backing out of a driveway. No injuries reported. The at-fault driver was cited.

Accident on N. Pinal Parkway at E. Diversion Dam Road – A truck working on road repairs backed into a second vehicle which was behind it. The second vehicle sustained damage to the front grill. No injuries were reported.

Accident Private Property on N. Pinal Parkway – During a violent storm a sign was damaged at the restaurant and was hanging down from its original location. A customer then drove into the sign causing minor damage to her vehicle.

Accident Private Property on S. Hwy 79B – A female reported that while parked in the apartment complex parking lot, her vehicle was struck by a neighbor's vehicle. Information exchanged.

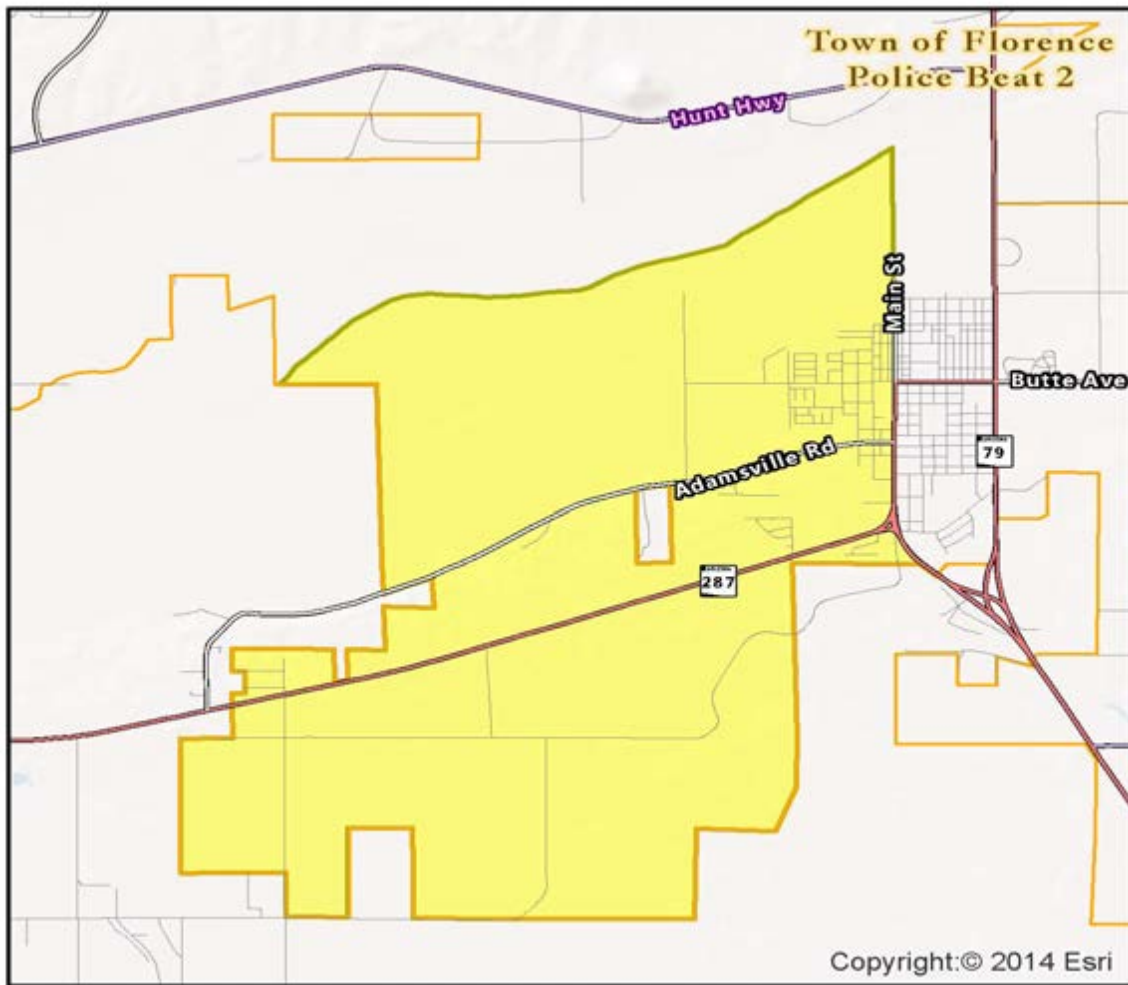
Accident Private Property on S. Main Street – While in the gas station parking lot one vehicle backed into another. No injuries reported. The drivers exchanged information.

Accident Private Property on N. Pinal Parkway – While exiting a parking space a vehicle struck another. Both vehicles sustained damage. No injuries were reported. The drivers exchanged information.

Training

Our new officers, Mr. Craig Martin, Mr. Manuel Carrillo and Mr. Blake Andrews, are currently performing first phase of their Field Training Programs.

Beat 2



Beat Statistics

Beat 2 Supervisor – Sgt. D. Campbell
There are 6 officers assigned to Beat 2
Total number of calls for service (including traffic): 138
Total number of traffic stops: 17
Total number of accident reports taken: 1
Total number of citations issued: 17 for 20 violations
Total number of DUI: 0

Crimes against Persons:

Assault: 1

Property Crimes:

Burglary: 1
Criminal Damage: 1
Theft: 3

Monthly Activities

During the month of August, crime decreased in the area of criminal damage. Due to multiple arrests, no current cases have been reported. FPD increased directed patrols and conducted various field interviews during the month of August.

Citations were issued for speeding, expired registration, vehicles not having mandatory insurance, passing a stop sign and driving without a license.

Community Involvement and Education

Officers conducted 69 directed patrols of the local business and issuing warning citations for parking violations (7) to include (10) Field Interviews. FPD has been conducting stationary surveillance on Main Street during various hours.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Traffic Stop: A traffic stop was conducted in the area of Ruggles Street and Willow Street. FPD contacted the driver and two other occupants of the tan sedan. During a wants/warrant check, the driver and front passenger had valid warrants issued out of Coolidge Municipal Court. The driver and passenger were arrested, and ultimately booked into Pinal County Sheriff's Office Adult Detention Center. The vehicle was towed as part of the arrest procedures.

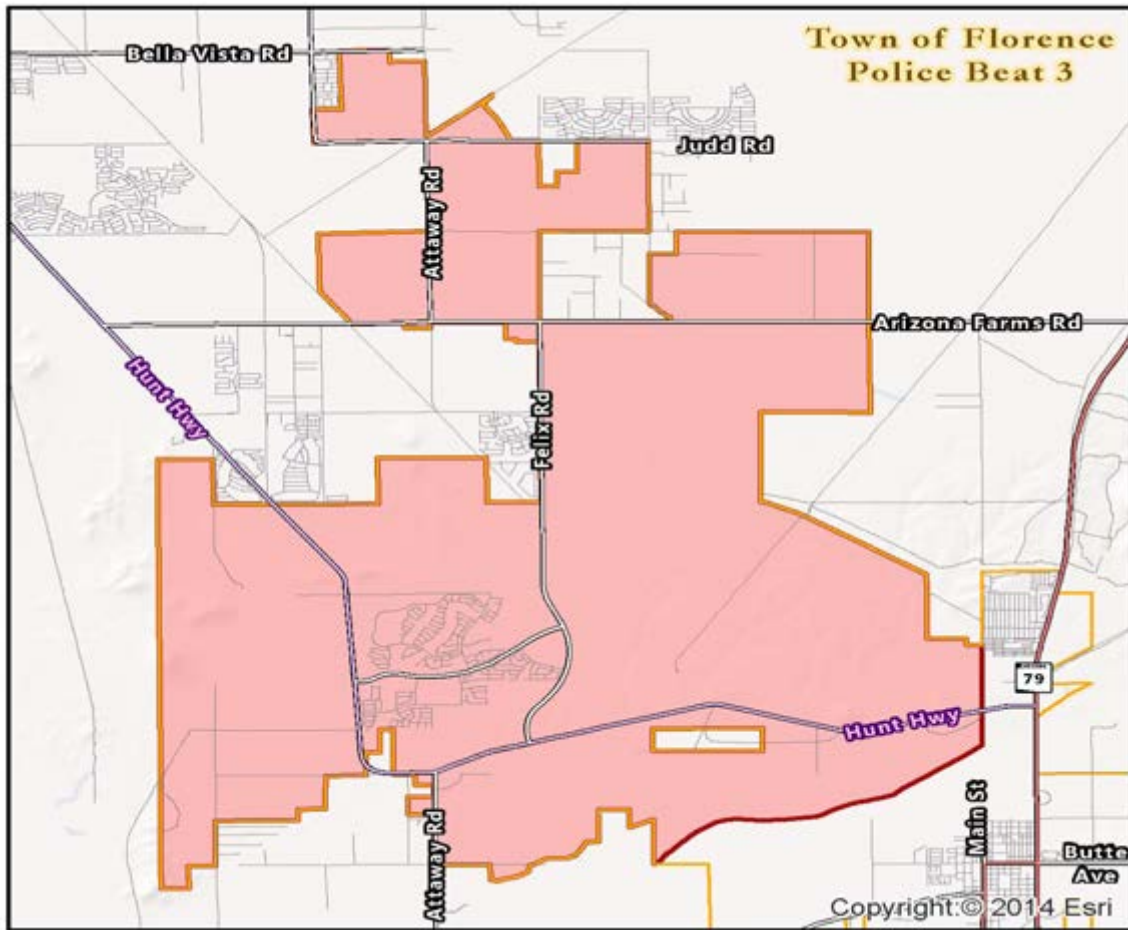
Information: FPD obtained information that a male subject with multiple warrants. He was located at the South Circle K in Florence. Patrol Units arrived on scene and the subject fled on foot. A foot pursuit ensued which led patrol units to a fenced yard. The officers surround the residence and gave verbal commands to the subject to come out. The subject was arrested without incident, processed and booked into Pinal County Sheriff's Office Adult Detention Center.

Traffic Stop: While FPD was conducting stationary surveillance in the area of Butte Avenue and North Bush Street, a white sedan left the residence. As patrol units closed the distance and obtained probable cause, the driver stopped at an unoccupied residence. The driver was contacted and stated he was "traveling" not driving. This is a common statement from a sovereign citizen. The driver was operating a motor vehicle on a suspended license and was arrested, processed and released. The vehicle was towed without incident.

Training

FLPD Officers were provided information on local events to including providing them with daily briefings on recent intelligence. Officer Murphy is currently attending Defensive Tactics Instructor.

Beat 3



Beat Statistics:

Beat 3 Supervisor – Sgt. S. Morris

There are 6 officers assigned to Beat 3

Total number of calls for service (including traffic): 376

Total number of traffic stops: 205

Total number of accident reports taken: 5

Total number of citations issued: 27 for 31 violations

Total number of DUI: 0

Crimes against Persons:

Assault: 1

Property Crimes:

Burglary: 1

Criminal damage: 3

Theft: 1

Monthly Activities

For the month of August, the total calls for service were 376, compared to 250 in May. A 50.4 % increase. The increase in calls is due to the increase in parking and traffic enforcement. No influx of major crime. A total of 128 directed patrols were conducted.

The Juvenile Detention Log was completed as required by state law. The Florence Police Department detained one juvenile during the month of August.

The speed signs logged the following data:

The Main Street speed sign for southbound traffic. 109,326 vehicles. Average speed was 33 mph. Speed limit is 35 mph. 48,807 were between 33-38 mph. 9093 were between 39-44 mph, and 724 were 45-50 mph.

Anthem/Hunt Highway west bound. 161,089 vehicles. Average speed was 35 mph. Speed limit is 45 mph. 45,168 were between 45-50 mph, 24,127 were between 51-56 mph, and 119 were above 69 mph.

The attached graphs show the percentage of vehicles in the particular speed range.

The portable speed sign is still on Bowling Rd due to speed complaints. It will be moved to Sun City during the month of September.

For the month of August, traffic enforcement in Beat Three consisted of 205 traffic offenses, with 27 citations issued, for 31 violations.

Community Involvement and Education

The Beat 3 officers continue to look for code enforcement violations and have been enforcing parking violations. Fifty-five parking violations/warnings were given in August. Officer Palmer has been going by the schools every Wednesday. He is starting to teach a bullying class for 4th graders in both Anthem and Florence K-8. The officers continue to monitor the school zones every morning and afternoon, monitoring traffic, and student pickup and drop-off. Anthem Parkside is working on their Neighborhood Watch Program and will keep us advised of the progress and there next meeting.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

N. Monticello Dr.- A mother and daughter were arguing about her kids being disrespectful. This ended up with the daughter kicking the mother in the stomach, and then leaving in the mother's car without permission, taking her siblings with her. Once she returned, she was arrested and confined at juvenile detention and charges with DV assault and disorderly conduct. (The two marked above are the same incident)

Three homes have been damaged by bullets in the Sun City area of Anthem. Officers have canvassed the area by F Mountain to look for target shooters with negative results. Coolidge PD

has advised that nobody has been at the range during times these incidents have occurred. Local homeowners have stated that they do hear gunshots coming from the mountain area. They have been advised to call the PD when it is occurring, so officers can attempt to contact the responsible parties. No suspects currently. (These are the three criminal damage complaints listed above)

W. Candlewood Way – The victim advised that sometime during the night, unknown persons entered his unlocked Honda sedan and removed \$15 in cash. No suspects.

N. Hunt Hwy – A subject removed a shopping cart from the store. He was located, and the cart was returned. No charges filed.

Training

Officer uniforms were inspected this month, with no discrepancies noted. Vehicle inspections were completed, and all vehicles were in compliance.

K-9 Unit

How many officers assigned to K-9 unit: (1) K9 Murphy

Total number of vehicle stops: K9 Murphy 30 vehicle stops

Total number of K-9 Utilizations: K9 Murphy 3 utilizations

Total number of vehicle hand searches: 3

Total amount of narcotic seizures (weight): 4.8 grams

Type of Drug	Amount in Weight
Narcotics	4.8 grams
Prescription Drugs	0
Paraphernalia	10 Individual Items

Officer Murphy attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Training Unit. Officer Murphy's service dog REXO, detected marijuana, cocaine, methamphetamine and heroin without incident. Officer Murphy is certified through the (NCAT) National Canine Audit Tracking Systems using K9 REXO.

During the month of August 2018, K9 Murphy self-initiated (34) cases which included vehicle stops, field interviews and on-view criminal activity.

On August 06th 2018, Officer Murphy conducted a traffic stop in the area of Butte Ave and Willow Street in Florence, AZ. During the stop with verbal consent, K9 REXO was deployed on a maroon Chevy Trailblazer. During the sniff, a change of behavior was noticed to include drug paraphernalia located in the back seat. During the investigation, the front seat passenger was concealing 2.3 grams of methamphetamine in his sock. This subject was processed and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

On August 14th, 2018, Members of the Florence Police Department conduct a search warrant in the 700 Block of South Park Street in Florence, AZ. During the service of the warrant, a female subject was arrested from child abuse. Located in the back bedroom was 3.2 grams methamphetamine along with multiple pieces of drug paraphernalia. A male subject was arrested, processed and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

Volunteers

The Florence Volunteers put in a total of 99 hours for the month of August. There was a total of 5 volunteers that donated their time this month. The Victim Services Unit was utilized once this month. The volunteers continue to assist the police department with fingerprinting, funeral escorts, and any special events hosted by the Town of Florence. The volunteer program is actively involved in house watches, school zones and business checks. There were five 3511 hearings (vehicle impound hearings) this month, conducted by a volunteer. The vehicles were released to their respective owners and tow companies, and a total of \$300.00 was collected for fees.

Grants

Order for radios granted by the Stonegarden 2016 Re-allocation Grant.

Traffic Reporting Activities

The following are statistics reported to GOHS for both special events and sustained (regular) activity:

Total citations for the month of August 2018- 77

Total traffic contacts for the month of August 2018- 447

Type of Citation	Total Number
Civil Speed	46
Criminal Speed	0
DUI	0
DUI Drugs	0
Other (CT, CR,CV)	31

Training

Efforts are continually made by the training staff to incorporate and provide quality training to all FPD officers. FPD staff has worked diligently to reduce training costs by providing required internal training.

Traffic

Total number of Citations issued for the department: 77 for 93 violations

Directed Patrols

The Police Department conducted 421 Directed Patrols during August. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.



TOWN OF FLORENCE

DEVELOPMENT SERVICES

224 W. 20th Street
Florence, AZ 85132
Office: 520-868-7542
FAX: 520-868-7546

MEMO

MEETING DATE: October 1, 2018

STAFF PRESENTER: Christopher A. Salas, Development Services Director/Town Engineer

SUBJECT: Public Works Staff Report

Engineering Division:

APS Solar Covered Parking

- Awaiting ACC (AZ Corp Commission) approval to offer incentive program.
- Would allow APS to construct a 10 to 40 car covered parking area, roof being made of solar panels. No new activity to report.
- No new updates from previous staff report

Anthem Fire Station #2 - Turn Lane

- Initial design is complete
- Town is working to complete a feasibility report in order to use community facility district funding for a portion of the project.
- Design completed

Facilities Maintenance:

Public Works Building

- Bids collected – Bid Tab submitted to Finance – waiting for approval
- Roof repairs – to be scheduled

Town Hall

- BID TAB COMPLETED – APPROVED 8/24/2018 – Work Ordered 8/27/2018 – Worked in Process
 - Patch & Paint Chambers
 - Patch & Paint Lobby
 - Patch & Paint Lobby Restrooms
 - Patch & Paint East & West Wing corridors (excluding offices)

Senior Center

- Overhang repair - Budgetary estimates of \$5,000 – need funding source

Safety Walkthroughs

- Work orders have been assigned by Staff and the Fire Department – Work in process
- Issues will be presented and addressed by Tenants – Work in process

Development Services Building

Fire Station #1

Fitness Center

- Fire Dept vendors need an electrical drop for a new alarm system
- Need Load Calculation
- Roof – RCA with Centimark to Council on 10/15/2018

Police Department

- Roof – RCA with Centimark to Council on 10/15/2018

Silver King

McFarland

- Fire panel – Waiting for direction from State Parks

Fleet Services:

Monthly Work Orders

- Preventative Maintenance (PM's) – 18
- Other Services – 44
- Total vehicles serviced – 62

Streets (HURF) Division:

Roads

- Filled large cracks (2.5" or wider) with a sprayed tack oil followed by asphalt – throughout Town
- Pressure washed crosswalks and restriped parking spaces on Main Street
- Main Street – after water main break - ADOT requires that the road be milled and paved – work in process by Regional Pavement
- 79B mill & paving – in process
- Collingwood – paving – in process

Hunt Highway Project

- Waiting for Design
- Bid tabulation complete – Regional Pavement had lowest bid
- RCA will be submitted once design is complete

Water Division:

Well #2 Outfitting

- Out for Formal Bid 9/11/2018 CIP WU-23

Well #3B & #4 Small Booster Pumps - Repair

- 7/30/18 – Bid Tab Completed and Approved
- Ordered – install pending receipt of pumps

Well #4 Rebuild Project

- Bid Tab approved per Procurement policy
- PO assigned to Coolidge Engine & Pump
- Pull & Video completed 8/23/2018
- 3 bids received for work – Bid Tab completed, waiting for Finance

Well #5 Rebuild Project

- Bid Tab approved per Procurement policy
- PO assigned to Coolidge Engine & Pump
- Pull & Video work to start 2nd week in September

Hydrants

- Fortiline & Ferguson contracts in place
- Flow testing in Florence Gardens is in process

Wastewater Division:

North WWRF

- Screen and Headworks rehab and replacement - In progress
- Blower replacement/repair – In progress
- Aeration piping and diffuser installation – In progress
- Design phase (Water Works: safety railing, sludge tanks) – Design review
- Basin concrete repair- In progress
- Clarifier project identified – In progress

South WWRF

- Headworks Screen rehab and odor control (Hazen & Sawyer) – 90% design review
- SAM Unit rebuild (Bestway Electric) - In progress
- Recharge Project/preparing bid docs - In progress
- SBR reconfiguration/ Hazen assessment - In progress
- Interim Influent Lift Station Pump repair and replacement (rental pump in place until pumps received). Received one replacement pump (installed 8/29/18) - Waiting on two other pumps
- Post EQ Pump repair (Coolidge Engine & Pump) - **Complete**

Sanitation:

RAD Service Orders

- Town 72 pickups of bulk trash
- Florence Gardens 27 pickups of bulk trash
- Anthem had 84 pickups of bulk trash

Capital Improvement Projects:

CIP GG-25 - Silver King Balcony Repairs

- Scope of Work reviewed
- Vendor on site visits June 25 and June 26 2018
- Waiting for estimates

CIP GG-26 - Signal Light @ SR79 & Hunt Highway

- ADOT Traffic study is complete
- Meeting to occur with ADOT to discuss project options

CIP PSP-18 - HVAC @ Police Department

- Three units replaced after failures in FY16/17, remaining two are newer and are not scheduled for replacement in 17/18

CIP PWM-01 - Street Sweeper (CMAQ Grant)

- Awarded Grant
- Ordered 6/18/18, but will take several months to receive

CIP SU-85 - Recharge Permitting & Design

- Design underway, permit application
- ADWR Meeting June 26, 2018

CIP SU-87 - South Waste Water Treatment Plant - Improvement Modifications

- Headworks Screen Rehab and Odor Control Hazen & Sawyer- Preliminary Design
- Sam Unit Rebuild - in process
- SBR Decanter Rebuild- Completed
- Recharge Project – in process

CIP SU-89 - System Wide Capacity / Condition Analysis

- Submitted application for WIFA Technical Assistance Grant

CIP SU-90 - Annual Sewer Line Maintenance Program

- FY 17/18 COMPLETED
- FY 18/19 schedule to be determined
- Pro Tech Environmental Contract approved by Council 8/20/2018

CIP T-08 - Street Improvement Phase IV - Florence Gardens (HURF Bond)

- Bid documents solicitation were posted 11/1/17
- 12-4-17 Pre-Bid site visit is scheduled for 1:00 at Florence Gardens
- 12-19-17 Opening of bids scheduled at 2:00 at Town Hall
- Project awarded by Council 5 Feb 2018 to Viasun Corp. Projected start date is mid/late April
- Project Orientation public outreach meeting was held 12 Mar 2018, 11:00 AM at Florence Gardens Clubhouse
- Project started April 23, 2018
- Temporary Construction Easement and Agreement for Roadway Purposes signed by Town and Gila River Center LLC on June 11, 2018

- Work in process

CIP T-09 - Street Improvement Phase V - Florence Gardens (HURF Bond)

- Bid documents for solicitation were posted 11/1/17
- 12-4-17 Pre-Bid site visit is scheduled for 1:00 at Florence Gardens
- 12-19-17 Opening of bids scheduled at 2:00 at Town Hall
- Project awarded by Council 5 Feb 2018 to Viasun Corp. Projected start date is mid/late April
- Initial public outreach meeting scheduled for 12 Mar 2018, 11:00 AM at Florence Gardens Clubhouse
- Project started April 23, 2018
- Temporary Construction Easement and Agreement for Roadway Purposes signed by Town and Gila River Center LLC on June 11, 2018
- Work in process

CIP T-60 - E. 1st Street Pavement (HURF Bond)

- RCA – Regional Pavement Maintenance – to Council on 10/15/2018

CIP T-69 - Pavement Preservation

- Received dirt and milling from Florence Gardens project – spread on Town property North of Florence Gardens Club House
- APPROVED CIP T-69 Pavement Preservation Project for Fall 2018 – Holbrook Asphalt for Council 7/16/2018
- APPROVED – CIP T-69 Pavement Preservation Project for Fall 2018 – Cactus Asphalt for Council 8/20/2018

CIP WU-23 - 2B Outfitting

- Invitation to bid posted 9/11/2018

CIP WU-38 - Water Line Replacements

- Job Order Contract identified, Fortiline Contract was approved by Council 11/20/17

CIP WU-87 - WIFA Water Projects

- Working with Piper Jaffrey to ensure projects are located on the priority projects list