

 Santa Cruz County logo

1. 9:30 A.M. REGULAR MEETING AGENDA - AMENDED

Documents:

[06-16-20 AMENDED.PDF](#)

2. 9:30 A.M. DOCUMENTATION (23.5MB)

Documents:

[06-16-20.PDF](#)

3. 9:30 A.M. ACTION TAKEN

Documents:

[06-16-20 AMENDED ACTION.PDF](#)



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1

RUDY MOLERA  
District 2

BRUCE BRACKER  
District 3

### **PUBLIC NOTICE OF MEETING**

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a **REGULAR MEETING** at **9:30 a.m.**, on **Tuesday, June 16<sup>th</sup>, 2020** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

Notice is further given that one or more members of the Board of Supervisors may attend this meeting telephonically.

As we work through this time of the COVID-19 virus please see the following information regarding access to the Santa Cruz County Board of Supervisors' meetings.

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- Enter the Meeting ID: 914 664 2271

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1. Email Tara Hampton at [thampton@santacruzcountyaz.gov](mailto:thampton@santacruzcountyaz.gov)
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than June 15, 2020 at 5:00PM for the June 16, 2020 Regular Board meeting.
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To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

The Board of Supervisors may vote to hold an executive session for the purpose of obtaining legal advice from the Board's Attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03(A)(3).

Dated this 12<sup>th</sup> day of June, 2020.

*Tara R. Hampton, Clerk*  
*Board of Supervisors*



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1

RUDY MOLERA  
District 2

BRUCE BRACKER  
District 3

**AMENDED 6/12/2020**

### **AGENDA**

**June 16, 2020 at 9:30 a.m.**

**Santa Cruz County Complex  
2150 N. Congress Drive, Room 120  
Nogales, AZ 85621**

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#### **B. ADOPTION OF AGENDA**

#### **C. CALL TO THE PUBLIC:**

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#### **D. CURRENT EVENTS**

1. Board of Supervisors
2. Manager

#### **E. DEPARTMENT REPORTS AND ACTIVITIES**

1. Finance: cash & investments, expenditures & revenues reports

#### **F. ACTION ITEMS**

#### **ACTION TAKEN**

1. Discussion/possible action to approve an Intergovernmental Agreement Amendment #ADHS17-133199, Amendment #7, with the Arizona Department of Health Services for the Public Health Emergency Preparedness Program COVID19, effective March 5, 2020 through March 15, 2021, in the amount of \$173,092 (Req: Health Services)

2. Discussion/possible action to approve an Intergovernmental Agreement Amendment #ADHS17-133199, Amendment #8, with the Arizona Department of Health Services for the Public Health Emergency Preparedness Program COVID19, effective March 5, 2020 through March 15, 2021, in the amount of \$146,159. This requires a 10% matching funds from Santa Cruz County (Req: Health Services) \_\_\_\_\_
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  - a. M.U.S.I.C. Foundation of Arizona, Inc., 07/03/20, Sonoita \_\_\_\_\_
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  - a. #4-036767 in the amount of \$1,066.95 dated 04/17/2020, payable to Cerebellum Corporation \_\_\_\_\_
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  - b. 124-02-217 – CVM Associates LLC, Resolution No. 55871 \_\_\_\_\_
  - c. 124-02-217 – CVM Associates LLC, Resolution No. 55872 \_\_\_\_\_
21. Monthly Reports \_\_\_\_\_
22. Demands \_\_\_\_\_
23. Approval of Minutes: 05/29/2020, 06/02/2020 & 06/09/2020 \_\_\_\_\_

## **G. ADJOURNMENT**

Posted: 06/12/2020 at 7:20 p.m. by TRH

*Tara R. Hampton, Clerk of the Board*

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# Interoffice Memo

**Date:** 05/28/2020  
**To:** Board of Supervisors  
**Thru:** Jeff Terrell, Health and Human Services Director  
**From:** Shelly Jacobs, Public Health Emergency Preparedness & Response  
**Re:** Approval of ADHS17-133199, Amendment #7.

## **RECOMMENDATION:**

Discussion and possible action to approve IGA amendment #ADHS17-133199, Amendment #7, with the Arizona Department of Health Services for the Public Health Emergency Preparedness Program COVID19 in the amount of \$173,092.00 from March 5, 2020 through March 15, 2021.

## **BACKGROUND:**

The Santa Cruz County Health Services Public Health Emergency Preparedness & Response Program is a Federal Grant that is tasked with meeting Arizona Department of Health Services the Centers for Disease Control Deliverables for Public Health Emergency Preparedness. This contract amendment will provide funding to the program to continue to address activities related to public health emergency preparedness and response.

## **FINANCIAL IMPLICATIONS:**

The Public Health Emergency Preparedness is funded by the Center for Disease Control, through the Arizona Department of Health Services.

## **PROPOSED MOTION:**

Move to approve the ADHS17-133199, Amendment #7.

**Public Health Emergency Preparedness – COVID-19**

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Six (6) Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the following changes are made under this Amendment Seven (7):
  - 1.1 The Scope of Work is revised to include the Scope of Work of this Amendment Seven (7); and
  - 1.2 The Price Sheet is revised to include the Price Sheet of this Amendment Seven (7).

**\*\*All other provisions of this agreement remain unchanged.\*\***

Contractor Name: <b>SANTA CRUZ COUNTY</b>			Authorized Signature
Address: <b>2150 N. CONGRESS DRIVE.</b>			Print Name
<b>NOGALES</b>	<b>ARIZONA</b>	<b>85621</b>	Title
City	State	Zip	
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona			This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.
Signature _____ Date _____			State of Arizona
Print Name _____			Signed this _____ day of _____ 20__
Contract No.: <b>ADHS17-133199</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			Procurement Officer
Signature _____ Date _____			
Assistant Attorney General			
Print Name _____			

1. **Background**

The Arizona Department of Health Services (ADHS) supports the Public Health Crisis Notice of Funding Opportunity from the Department of Health and Human Services (HHS), Center of Disease Control and Prevention (CDC).

2. **Objective**

The goal of this project is to work with the CDC in a crisis situation to rapidly mobilize, surge, and respond to public health emergencies occurring in Arizona. Arizona has been pre-approved for rapid funding by the CDC for public health emergencies of large scale, complexity, or consequence that it would have an overwhelming impact upon and exceed the resources available within the state.

2.1. Strategies associated with the response are:

- 2.1.1. Strengthen incident management,
- 2.1.2. Strengthen jurisdictional recovery,
- 2.1.3. Strengthen biosurveillance,
- 2.1.4. Strengthen information management,
- 2.1.5. Strengthen countermeasures and mitigation, and
- 2.1.6. Strengthen surge management.

2.2. Outcomes associated with these strategies include:

- 2.2.1. Earliest possible activation and management of emergency operations,
- 2.2.2. Earliest possible identification and investigation of an incident/index case,
- 2.2.3. Timely implementation of interventions and control measures,
- 2.2.4. Timely communication of risk and essential elements of information by partners, and
- 2.2.5. Timely coordination and support of response activities with healthcare and other partners.

3. **Tasks**

3.1. The Contractor shall:

- 3.1.1. Comply with existing and/or future directives and guidance from the HHS, CDC Secretary regarding control of the spread of COVID-19,
- 3.1.2. Consult and coordinate with HHS, CDC to provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation), and
- 3.1.3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

3.2. HHS, CDC has established allowable activities related to the capability domains described in the Public Health Crisis Response Notice Of Funding Opportunity. The domains include:

- 3.2.1. Incident Management for Early Crisis Response,
- 3.2.2. Jurisdictional Recovery,

- 3.2.3. Information Management,
- 3.2.4. Countermeasures and Mitigation,
- 3.2.5. Surge Management, and
- 3.2.6. Biosurveillance.

3.3. Surveillance, Laboratory Testing, and Reporting

- 3.3.1. Contractor shall implement and scale-up laboratory testing and data collection to enable identification and tracking of COVID-19 cases in the community and is responsible for immediate implementation of real-time reporting to the HPP, CDC. Specifically, jurisdictions should focus on the following activities, in accordance with CDC guidelines:
  - 3.3.1.1. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death;
  - 3.3.1.2. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings;
  - 3.3.1.3. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements;
  - 3.3.1.4. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization and reporting;
  - 3.3.1.5. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings); and
  - 3.3.1.6. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment).

3.4. Community Intervention Implementation Plan

- 3.4.1. Contractor shall develop a brief COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three (3) mitigation goals:
  - 3.4.1.1. Slow transmission of disease;
  - 3.4.1.2. Minimize morbidity and mortality; and
  - 3.4.1.3. Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.
- 3.4.2. The plan shall address:
  - 3.4.2.1. Minimizing potential spread and reduce morbidity and mortality of COVID-19 in communities;
  - 3.4.2.2. Planning and adapting for disruption caused by community spread and implement interventions to prevent further spread;
  - 3.4.2.3. Ensuring healthcare system response is an integrated part of community interventions; and

3.4.2.4. Ensuring integration of community mitigation interventions with health system preparedness and response plans and interventions.

**4. Deliverables and Delivery Schedule**

- 4.1. The budget and performance period is March 5, 2020 through March 15, 2021, which can be used to cover certain pre-award costs dating back to January 20, 2020.
- 4.2. The contractor shall:
  - 4.2.1. Develop a brief COVID-19 community intervention implementation plan as referenced in this Scope of Work, Provision Three (3) Tasks, Section 3.4 within six (6) months from receipt of funds,
  - 4.2.2. Submit a budget within thirty (30) days from receipt of funds,
  - 4.2.3. Submit work plans within ninety (90) days from receipt of funds, and
  - 4.2.4. Submit monthly contractor expenditure reports with detailed information and receipts.

**5. Notices, Correspondence, Reports and Invoices**

- 5.1. Notices, correspondence and reports from the contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Bureau of Public Health Emergency Preparedness  
Community and Healthcare Preparedness, Section Chief  
150 N. 18<sup>th</sup> Avenue, Suite 150  
Phoenix, AZ 85007  
Telephone: 480-245-8964  
Fax: 602-364-3681

- 5.2. Notices, correspondence and reports from ADHS to the contractor shall be sent to:

Shelly Jacobs  
2150 N. Congress Drive  
Nogales, AZ 85621  
Telephone: 520-375-7621  
sjacobs@santacruzcountyaz.gov

- 5.3. Invoices shall be sent to: [invoices@azdhs.gov](mailto:invoices@azdhs.gov)

**Budget & Performance Period**

March 05, 2020 - March 15, 2021

<b>Description</b>	<b>Amount</b>
Tasks Per Amendment No.: Seven (7) Paid through a Manual Purchase Order to expedite receipt of funds.	\$173,092.00

# Interoffice Memo

**Date:** 06/9/2020  
**To:** Board of Supervisors  
**Thru:** Jeff Terrell, Health and Human Services Director  
**From:** Shelly Jacobs, Public Health Emergency Preparedness & Response  
**Re:** Approval of ADHS17-133199, Amendment #8.

## **RECOMMENDATION:**

Discussion and possible action to approve IGA amendment #ADHS17-133199, Amendment #8, with the Arizona Department of Health Services for the Public Health Emergency Preparedness Program COVID19 in the amount of \$146,159.00 from March 5, 2020 through March 15, 2021, and authorizing 10% matching funds from Santa Cruz County.

## **BACKGROUND:**

The Santa Cruz County Health Services Public Health Emergency Preparedness & Response Program is a Federal Grant that is tasked with meeting Arizona Department of Health Services the Centers for Disease Control Deliverables for Public Health Emergency Preparedness. This contract amendment will provide funding to the program to continue to address activities related to public health emergency preparedness and response.

## **FINANCIAL IMPLICATIONS:**

The Public Health Emergency Preparedness is funded by the Center for Disease Control, through the Arizona Department of Health Services. It requires that Santa Cruz County contribute 10% matching funds.

## **PROPOSED MOTION:**

Move to approve the ADHS17-133199, Amendment #8.

**Public Health Emergency Preparedness**

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Six (6) Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the following changes are made under this Amendment Eight (8):
  - 1.1 The Scope of Work is revised to include the Scope of Work of this Amendment Eight (8);
  - 1.2 The Price Sheet is revised to include the Price Sheet of this Amendment Eight (8); and
  - 1.3 Attachment B is added to the Scope of Work of this Amendment Eight (8).

**\*\*All other provisions of this agreement remain unchanged.\*\***

Contractor Name: <b>SANTA CRUZ COUNTY</b>			Authorized Signature		
Address: <b>2150 N. CONGRESS DRIVE</b>			Print Name		
<b>NOGALES</b>	<b>ARIZONA</b>	<b>85621</b>	Title		
City	State	Zip			
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona			This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.		
Signature			State of Arizona		
Date			Signed this _____ day of _____ 20__		
Print Name			Procurement Officer		
Contract No.: <b>ADHS17-133199</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.					
Signature					
Date					
Assistant Attorney General					
Print Name					

## 1. BACKGROUND

- 1.1. The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support the development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments;
- 1.2. ADHS continues to look at ways to expand our preparedness capabilities based on our Five-Year Plan and the Capability Planning Guide (CPG) data. Based on that information and the guidance set forth by the CDC, ADHS has developed this PHEP grant agreement; and
- 1.3. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area.

## 2. OBJECTIVE

- 2.1. Through the implementation of strategies and activities during the project period, strengthen the readiness of the community to prepare for, respond to, and recover from a public health emergency and/or disaster.
- 2.2. Sub-recipients of PHEP funds are expected to enhance the readiness of local public health by participating in activities that advance and document progress across the six (6) domains as outlined in Attachment B.

## 3. TASKS

- 3.1. The Contractor shall:
  - 3.1.1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding,
  - 3.1.2. Maintain a detailed plan for twenty-four (24) hours a day, seven (7) days a week response to Public Health Emergencies along the guidelines and deliverables for the current year,
  - 3.1.3. Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a mass casualty incident event, infectious disease outbreak, or other public health emergency,
  - 3.1.4. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis,
  - 3.1.5. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives,
  - 3.1.6. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response,
  - 3.1.7. Prepare a detailed budget based upon their estimated cost associated with continuation of programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein for the period of July 1st through the following June 30th of each Budget year and shall meet all reporting requirements for federal funding, including those years in which a match requirement is established, and
  - 3.1.8. Review the Annual Performance Requirements, additional tasks, reporting deliverables and program information as outlined in the Attachment B incorporated herein. Attachment B will change every year, as well as the estimated budget for the period of July 1<sup>st</sup> through June 30<sup>th</sup>.

3.2. ADHS will:

- 3.2.1. Advise by correspondence from the ADHS PHEP on the available funding amounts on or before June 30<sup>th</sup>.

3.3. Annual Performance Requirements

3.3.1. The Contractor shall:

- 3.3.1.1. Perform the requirements as outlined in the Attachment B, Deliverables;
- 3.3.1.2. Attend the ADHS Sponsored Grant Meetings (two (2) events annually);
- 3.3.1.3. Attend Healthcare Coalition Meetings:
  - 3.3.1.3.1. Recommend participation by the designated preparedness coordinator or representative during HCC meetings (regions listed below). These meetings provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners;
  - 3.3.1.3.2. Coalitions shall continue to plan, develop, and maintain memorandums of understanding (MOU) to share assets, personnel and information; and
  - 3.3.1.3.3. Coalitions shall develop plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

3.3.2. Regions are defined as follows:

3.3.2.1. Northern Region:

- 3.3.2.1.1. County Representatives: Apache, Coconino, Navajo, and Yavapai
- 3.3.2.1.2. Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe & Navajo Nation

3.3.2.2. Western Region:

- 3.3.2.2.1. County Representatives: La Paz, Mohave and Yuma
- 3.3.2.2.2. Tribal Representatives: Colorado River Indian Tribe & Fort Mojave Indian Tribe, Cocopah Tribe and Fort Yuma Quechan Tribe

3.3.2.3. Central Region:

- 3.3.2.3.1. County Representatives: Gila, Maricopa and Pinal
- 3.3.2.3.2. Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe, White Mountain Apache Tribe and Salt River Pima-Maricopa Indian Community.

3.3.2.4. Southern Region:

- 3.3.2.4.1. County Representatives: Cochise, Graham, Greenlee, Pima, and Santa Cruz.
- 3.3.2.4.2. Tribal Representatives: Pascua Yaqui Tribe and Tohono O'odham Nation.

3.4. Exercise Recommendations

- 3.4.1. MULTI-YEAR TRAINING AND EXERCISE PLAN (MYTEP) PHEP-HPP capabilities (and grant funded training/exercises).

The Contractor shall:

- 3.4.1.1. Participate in the Statewide Training and Exercise Planning Workshop/Webinar;
- 3.4.1.2. Update and maintain a Multi-Year Training and Exercise Plan, inclusive dates are July 01, 2019 through June 30, 2024. Multi-Year plan shall be provided to ADHS upon request; and
- 3.4.1.3. Exercise and trainings shall meet implementation criteria and follow evaluation guidance. All grant funded trainings and exercises must be gap based. Gap based indicates an area of a capability to be built, or an area of improvement from a previous exercise/real-world response, address jurisdictional or local risk assessment, or other source (e.g. CPG data) to support achieving operational readiness.

### 3.5. Exercise Implementation Criteria

Homeland Security Exercise and Evaluation Program. The contractor shall:

- 3.5.1. Conduct preparedness exercises when appropriate, in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:
  - 3.5.1.1. Exercise Design and Development;
  - 3.5.1.2. Exercise Conduct;
  - 3.5.1.3. Exercise Evaluation; and
  - 3.5.1.4. Improvement Planning.
- 3.5.2. Find more information on the April 2013 HSEEP guidelines and exercise policy available at [https://preptoolkit.fema.gov/documents/1269813/1269861/HSEEP\\_Revision\\_Apr13\\_Final.pdf/65bc7843-1d10-47b7-bc0d-45118a4d21da](https://preptoolkit.fema.gov/documents/1269813/1269861/HSEEP_Revision_Apr13_Final.pdf/65bc7843-1d10-47b7-bc0d-45118a4d21da).
- 3.5.3. Assure provisions and needs of at-risk individuals are included within the design of exercises. The Contractor shall report on the strengths and areas for improvement identified through the coalition-based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: <https://www.phe.gov/Preparedness/planning/abc/Pages/atrisk.aspx>
- 3.5.4. Exemption: A real incident may be substituted for a qualifying coalition-based exercise; however, the after-action report (AAR) shall document how the HCC members met qualifying criteria (both implementation and evaluation criteria). This scenario will be discussed on an as-requested basis.

### 3.6. Exercise Evaluation Criteria

The Contractor Shall:

- 3.6.1. PHEP-funded exercises will address and list applicable PHEP Capabilities in all qualifying exercises:
  - 3.6.1.1. Qualifying exercises at a minimum shall include the community emergency management partner and/or incident management, the community public health partner, the health care coalition, and the EMS agency during the design, development, and implementation;
  - 3.6.1.2. Ensure the functional needs of at-risk individuals are included in response and are identified and addressed in operational plans;
  - 3.6.1.3. After Action Reports/IP;
  - 3.6.1.4. After Action Reports shall be submitted to ADHS within 120 days or no-later-than the end of year report, whichever comes first; and
  - 3.6.1.5. Participate in ADHS sponsored events throughout BP2 (July 1, 2020 through June 30, 2021).

## 4. FINANCIAL REQUIREMENTS

### 4.1. Match Requirement

4.1.1. The PHEP award requires a ten percent (10%) “in-kind” or “soft” match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding. ADHS may not award a contract under this program unless the local jurisdiction agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the local jurisdiction will make available non-federal contributions in the amount of ten percent (10%) (One (\$1) for each ten (\$10) of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

4.1.1.1. Total Direct costs - Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.

4.1.1.2. Total Indirect Costs - To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application. Indirect cost percentage cannot exceed the State rate.

4.1.1.3. Indirect Costs - To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application.

4.1.1.3.1. If the applicant organization does not have an approved indirect cost rate agreement, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs.

### 4.2. Inventory

Upon request, local jurisdictions will provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over five-thousand (\$5,000.00) will require an ADHS asset tag.

### 4.3. Budget Allocation and Work Plan

4.3.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS, and

4.3.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor reach the goals and objectives outlined in the Capability Deliverables section of this document.

### 4.4. Grant Activity Oversight

4.4.1. Each PHEP grant recipient shall maintain an appointed Preparedness Coordinator that will be responsible for oversight of all grant related activities. The Coordinator shall be the main point of contact in regards to the grant. The Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met, and

4.4.2. Pursuant to, and in compliance with, Standard Operating Procedures for Monitoring, ADHS shall coordinate with the appointed Preparedness Coordinator responsible for oversight of grant act to include compliance with sub-recipient monitoring.

4.5. Failure to meet the performance measures or deliverables may result in withholding from a portion of subsequent awards.

## 5. REPORTING DELIVERABLES

5.1. The Contractor Shall:

5.1.1. Submit mid-year and end of year progress information on the deliverables, performance measures and activities funded through the CDC Public Health Emergency Preparedness grant:

5.1.1.1. The mid-year report, covering July 1 to December 31, will be due no later than January 31<sup>st</sup>;

5.1.1.2. The end of year report, covering January 1 to June 30, will be due no later than May 31<sup>st</sup>; and

5.1.1.3. Report templates are available on the AZ-Program Information and Reporting Exchange (AZ-PIRE) website: <https://sites/google.com/azdhs.gov/az-pire/home>.

5.1.2. Submit the ADHS Budget Tool annually no later than May 1st each year. The proposed budget will be based upon the cost reimbursement budgetary guidelines. The ADHS Budget Tool is available on the AZ-PIRE website: <https://sites/google.com/azdhs.gov/az-pire/home>

5.1.3. Have the flexibility of making adjustments to the Budget categories. Adjustments to the final ADHS Budget Tool must be requested in writing and shall not be implemented until ADHS reviews and approves the request.

5.1.3.1. Adjustment requests will be limited to four (4) per fiscal year; and

5.1.3.2. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.

5.1.4. Provide ADHS with updated critical contact information using the ADHS Critical Contact Sheet found on the AZ-PIRE website: <https://sites/google.com/azdhs.gov/az-pire/home>.

5.1.5. See Attachment B for deliverable requirements.

5.2. ADHS will:

5.2.1. Provide the Performance Measures templates (if applicable) in advance of the Due Date, and

5.2.2. Review and update the Critical Contact sheet every six months or as changes occur.

## 6. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

6.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Public Health Emergency Preparedness  
Bureau Chief  
150 N 18<sup>th</sup> Avenue Ste.150  
Phoenix, AZ 85007

6.2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Shelly Jacobs  
2150 N. Congress Drive  
Nogales, AZ 85621  
Telephone: 520-375-7621  
[SJacobs@santacruzcourtyaz.gov](mailto:SJacobs@santacruzcourtyaz.gov)

6.3. Invoices shall be sent to [invoices@azdhs.gov](mailto:invoices@azdhs.gov).

**Budget & Performance Period**

March 05, 2020 - March 15, 2021

<b>Description</b>	<b>Amount</b>
Tasks Per Amendment No.: Seven (7) Paid through a Manual Purchase Order to expedite receipt of funds.	\$173,092.00
Additional funds for COVID-19 response, Amendment Eight (8), Paid through a Manual Purchase Order to expedite receipt of funds	\$146,159.00

**PHEP Budget Period Two (2) Supplemental**

July 1, 2020 – June 30, 2021

<b>Description</b>	<b>Amount</b>
Additional funds to enhance current PHEP activities per the deliverables in Amendment Eight (8) Attachment B.	\$201,438.00



# ARIZONA DEPARTMENT OF HEALTH SERVICES

## **Attachment B**

**Bureau of Public Health Emergency Preparedness**

### **GRANT DELIVERABLES**

**Project Period: 2019-2024**

**Budget Period 2**

**PERIOD OF PERFORMANCE**

**(July 1, 2020 – June 30, 2021)**

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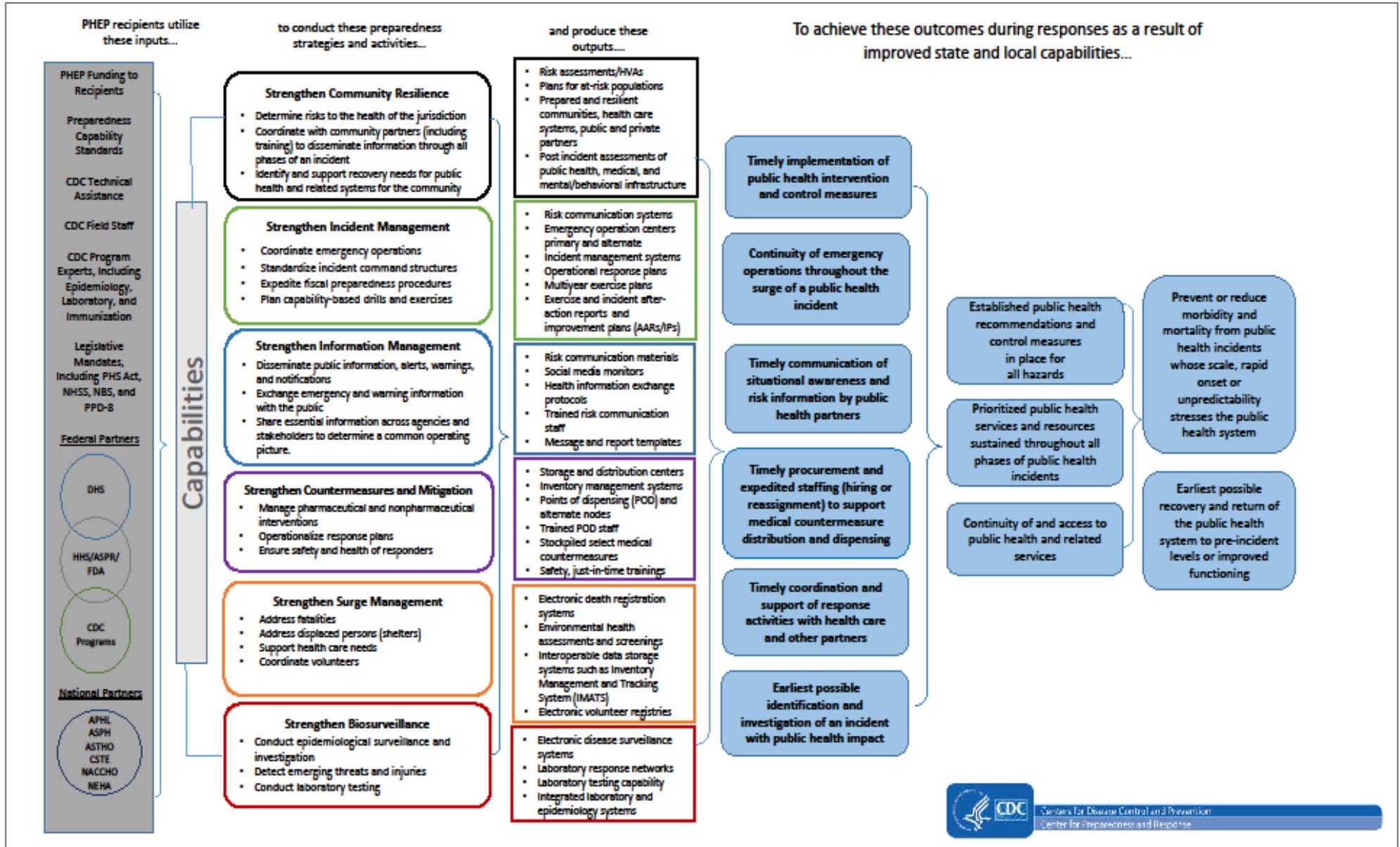
## INTRODUCTION

The Grant Guidance Deliverable document was developed based, in part, on information set forth in the Centers for Disease Control and Prevention's Office of Public Health Preparedness and Responses funding opportunity announcement 2019-2024 -PHEP Cooperative Agreement CDC-RFA-TP19-1901 and continuation guidance from the CDC. During this five year project period, the Arizona Department of Health Services and sub-recipients (tribal and county health departments) will increase or maintain their levels of effectiveness across the six key preparedness domains using the logic model (Page 4) to achieve a prepared public health system.

The six preparedness domains are:

1. Strengthen Community Resilience
  - Capability 1: Community Preparedness
  - Capability 2: Community Recovery
2. Strengthen Incident Management
  - Capability 3: Emergency Operation Coordination
3. Strengthen Information Management
  - Capability 4: Emergency Public Information and Warning
  - Capability 6: Information Sharing
4. Strengthen Countermeasures and Mitigation
  - Capability 8: Medical Countermeasure Dispensing and Administration
  - Capability 9: Medical Materiel Management and Distribution
  - Capability 11: Non-Pharmaceutical Interventions
  - Capability 14: Responder Safety and Health
5. Strengthen Surge Management
  - Capability 5: Fatality Management
  - Capability 7: Mass Care
  - Capability 10: Medical Surge

- Capability 15: Volunteer Management
6. Strengthen Biosurveillance
- Capability 12: Public Health Laboratory Testing
  - Capability 13: Public Health Surveillance and Epidemiological Investigation



## FEDERAL REQUIREMENTS

### *Project Period Requirements for ADHS (2019-2024)*

- One fiscal preparedness tabletop exercise once during the five-year period
- One MCM distribution full-scale exercise once during the five-year period (**completed November 2019**)
- One MCM dispensing full-scale exercise or one mass vaccination full-scale exercise (one POD in each CRI local planning jurisdiction will be exercised) (**completed November 2019**)
- Complete two table top exercises (TTX) every five years. One TTX to demonstrate readiness for an anthrax scenario and one to demonstrate a pandemic influenza scenario.
- Complete one functional exercise every five years that focuses on the vaccination of at least one critical workforce group to demonstrate readiness for a pandemic influenza scenario.
- Complete one full scale exercise every five years to demonstrate operational readiness for a pandemic influenza scenario.

### *Funding Restrictions*

Funding restrictions that will be considered for workplan and budget development:

- May not use funds for research.
- May not use funds for clinical care except as allowed by law.
- May not use funds for construction or major renovations.
- May use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to ADHS on behalf of the sub-recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).
- The direct and primary sub-recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

#### General Restrictions

- May supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$189,600 per year.
- Funds may not be used to purchase or support (feed) animals for labs, including mice.
- Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC OGS.

#### Lobbying

- Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:
- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
- The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients ([http://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)).

#### Passenger Road Vehicles

- Funds cannot be used to purchase over-the road passenger vehicles.
- Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
- Can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
- Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements

(e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:

- Type of vendor
- Number and type of vehicles, including vehicle load capacity and configuration
- Number and type of drivers, including certification of drivers
- Number and type of support personnel
- Vendor's response time
- Vendor's ability to maintain cold chain, if necessary to the incident
- This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

#### Transportation of Medical Material

- PHEP funds may be used (with approved budget) to procure leased or rental vehicles for movement of materials, supplies and equipment.
- PHEP funds may be used (with approved budget) to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- PHEP funds may be used (with approved budget) to purchase basic (non-motorized) trailers with prior approval from the CDC OGS.

#### Procurement of Food and Clothing

- Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food.

#### Vaccines

- Contact ADHS with vaccine requests in support of an emergency or an exercise.

## **LOCAL PROGRAM REQUIREMENTS**

### **Meetings**

#### 1. ADHS Grant Meetings

- a. Attend annual Preparedness Community Conference
- b. Attend annual Training and Exercise Planning Workshop
- c. Attend annual ADHS Jurisdictional Risk Assessment analysis workshop

### **Exercise Planning and Conduct**

1. Local jurisdictions will conduct preparedness exercises in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:
  - a. Exercise design and development
  - b. Exercise conduct
  - c. Exercise evaluation and
  - d. Improvement planning
  - e. More information and templates are available at: <https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources>

### **Health Care Coalition**

1. As core members of the Arizona Coalition for Healthcare Emergency Response (AzCHER), full participation in the AzCHER meetings, exercises, and drills in your respective regions is required.

#### **Northern Region**

- County Representatives: Apache County, Coconino County, Navajo County, and Yavapai County
- Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe

#### **Western Region**

- County Representatives: La Paz County, Mohave County, and Yuma County
- Tribal Representatives: Cocopah Indian Tribe, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Kaibab-Paiute Tribe and Quechan Tribe

### **Central Region**

- County Representatives: Gila County, Maricopa County, and Pinal County
- Tribal Representatives: Gila River Indian Community and Salt River Pima-Maricopa Indian Community

### **Southern Region**

- County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County
- Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O’odham Nation

### ***Financial Requirements***

1. **Match Requirement:** The PHEP award requires a 10% “in-kind” or “soft” match from all the grant participants. Each sub-recipient will include in their budget submission the format they will use to cover the match and method of documentation. **Failure to include the match formula will preclude funding.** ADHS may not award a contract under this programs unless the sub-recipient agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the sub-recipient will make available non-federal contributions in the amount of 10% (\$1 for each \$10 of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.
2. **Total Direct costs:** Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.

3. **Total Indirect Costs:** To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application. Indirect cost percentage cannot exceed the state rate of 32%.
4. **Inventory:** Upon request, local jurisdictions will provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 will require an ADHS asset tag. An asset tag will be provided after the submission of the invoice to ADHS that will include the serial number, make/model, and date of acquisition. Once received, ADHS will send sub-recipients a pre-filled property control (F4) form and the asset tag. The asset tag is to be placed on the asset and a photo of the asset tag affixed to the item(s) is required. The F4 form needs to be signed, dated and sent back via email to ADHS.
5. **Budget Allocation (PHEP funded staff and work plan)**
  - a. Complete the budget tool developed by ADHS and submit for review and approval. ADHS will not release funding to the sub-recipient until ADHS has approved the budget.
  - b. All activities and procurements funded through the CDC grant shall be aligned with your budget/spend plan and work plan that will help you reach the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities will be approved by ADHS before PHEP funds can be utilized on those activities/items.
6. **Grant Activity Oversight:** Each sub-recipient will be appointed a PHEP Coordinator (full or part-time) that will have the responsibility for oversight of all grant related activities. The PHEP Coordinator will be the main point of contact for ADHS in regard to the CDC grant. This individual will work closely with ADHS to ensure all deliverables and requirements are met and will coordinate all activities surrounding any on/off site monitoring conducted by ADHS.
7. **Employee Certifications:** PHEP local jurisdictions are required to adhere to all applicable federal laws and regulations, including applicable OMB circulars and semiannual certification of employees who work solely on a single federal award. These certification forms will be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees whose salaries are split funded are required to maintain Labor

Activity Reports (as requested by ADHS). These certification forms will be retained in accordance with 45 Code of Federal Regulation, Part 92.42

8. **Performance:** Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

### ***Plans, Training, and Exercise Implementation Criteria***

Training and exercises shall be gap based and linked to the CDC PHEP Domains. Proposed training and exercises will be based on identified gaps from previous exercises, real-world responses, risk assessments (e.g. JRA, CPG, CAWP, THIRA), or other documented sources.

#### **1. Program Requirements**

- A. Sub-recipient PHEP programs should establish and maintain a collaborative working relationship with emergency management. This will include, but not be limited to; emergency communication planning, strategies for addressing emergency events, the management of the consequences of power failures, natural disasters and other events that would affect public health.
- B. Maintain documentation of all collaborative efforts with local and state emergency management
- C. Sub-Recipients should participate in ADHS sponsored table tops, functional exercises or other activities
  1. ADHS Coordination: Collaborate with ADHS throughout the planning process.
  2. At-Risk Individuals: Local jurisdictions will include provisions for the needs of at-risk individuals within each exercise. PHEP local jurisdictions will report on the strengths and areas for improvement identified through the coalition based exercise After Action Reports and Improvement Plans (AARs/IPs). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: <http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>
- D. Evaluation

1. PHEP-funded exercises will address and list applicable Public Health Emergency Preparedness (PHEP) Capabilities in all qualifying exercises. A qualifying exercise is one that meets PHEP-specific implementation criteria as described in the grant.
2. Exemption: A sub-recipient's response and recovery operations supporting real-world incidents could meet the criteria for an exercise requirements if the response was sufficient in scope and the AARs/IPs adequately detail which PHEP capabilities were evaluated. This will be addressed on an as-requested basis.

## **INFORMATION SERVICES**

1. Local jurisdictions will have or have access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/ text alerts.

ADHS will provide training on the information systems and platforms as needed and/or requested. Examples of systems: EMResource, EMTrack, ESAR-VHP, AzHAN, iCAM, etc.

## **REPORTING**

Progress on the deliverables, performance measures, and activities funded through the CDC grant will be reported as requested and in a timely manner to ensure ADHS has adequate time to compile the information and submit to the CDC.

### ***Mid-Year Report***

- a. Mid-year reports are expected in advance of the due date determined by ADHS. Mid-year report templates are integrated within the sub-recipient workplan templates.
- b. Update jurisdictional points of contact twice during each budget period (July 1 and December 31), or as changes occur, to facilitate time-sensitive, accurate information sharing within the local jurisdictions and between ADHS and the sub-recipients.

### ***Annual Report (End of Year)***

- a. Annual reports are expected in advance of the due date determined by ADHS. End-of-year report templates are integrated within the sub-recipient workplan templates.

**Planning, Training, and Exercise Deliverables**

Program Activities	Due Date	Applies To	Comments
Attend Training and Exercise Planning Workshop	Once annually	All Counties Tribes	<ul style="list-style-type: none"> <li>● PHEP Coordinator and/or designee</li> </ul>
Attend Annual Preparedness Community Conference	Once annually	All Counties Tribes	<ul style="list-style-type: none"> <li>● PHEP Coordinator and/or a designee</li> </ul>
Submit a draft Multi Year Training and Exercise Plan (MYTEP)	Annually as part of the sub-recipient Mid-Year Report	All Counties Tribes	<ul style="list-style-type: none"> <li>● MYTEP consist of three parts:                             <ul style="list-style-type: none"> <li>○ Narrative</li> <li>○ Training schedule</li> <li>○ Exercise schedule</li> </ul> </li> <li>● Covering the time period from July 1, 2020 to June 30, 2022</li> </ul>
Submit a final MYTEP	Annually as part of the sub-recipient Workplan	All Counties Tribes	<ul style="list-style-type: none"> <li>● Template on the ADHS AZ-PIRE website: <a href="https://sites.google.com/azdhs.gov/az-pire">https://sites.google.com/azdhs.gov/az-pire</a></li> <li>●</li> </ul>
Training and Exercise Schedule for Budget Period 2 (2020 – 2021)	Annually, no later than July 31 <sup>st</sup>	All Counties Tribes	<ul style="list-style-type: none"> <li>● Template on the ADHS AZ-PIRE website: <a href="https://sites.google.com/azdhs.gov/az-pire">https://sites.google.com/azdhs.gov/az-pire</a></li> </ul>

Program Activities	Due Date	Applies To	Comments
Validate trainings conducted using the ADHS Training Validation Report (TVR)	Twice annually as part of the sub-recipient Mid-year and End-of-Year reports	All Counties Tribes	<ul style="list-style-type: none"> <li>For trainings conducted July 1, 2020 to June 30, 2021</li> <li>Template on the ADHS AZ-PIRE website: <a href="https://sites.google.com/azdhs.gov/az-pire">https://sites.google.com/azdhs.gov/az-pire</a></li> </ul>
After Action Reports/Improvement Plans (AARs/IPs)	Per HSEEP, within 120 days of exercise conduct	All Counties Tribes	<ul style="list-style-type: none"> <li>Template and HSEEP guidelines can be found on the ADHS AZ-PIRE website: <a href="https://sites.google.com/azdhs.gov/az-pire">https://sites.google.com/azdhs.gov/az-pire</a></li> </ul>
Required plans: <ul style="list-style-type: none"> <li>Emergency Response</li> <li>Pandemic Influenza</li> <li>Fatality Management</li> <li>Medical Counter Measures Receipt and Dispensing</li> <li>Continuity of Operations</li> <li>Health Emergency Operations Center</li> <li>Volunteer Management</li> </ul>	All plans to be completed, reviewed, and made available by the end of the five year project period	All Counties Tribes	<ul style="list-style-type: none"> <li>Emergency Response Plan toolkits and resources are located at: <a href="http://www.azdhs.gov/emergencyplans">www.azdhs.gov/emergencyplans</a></li> <li>Plans will be uploaded to the respective sub-recipient page on the ADHS AZ-PIRE website: <a href="https://sites.google.com/azdhs.gov/az-pire">https://sites.google.com/azdhs.gov/az-pire</a></li> </ul>

## STRATEGIES AND ACTIVITIES

<i>Domain Strategy 1: Strengthen Community Resilience</i>			
<p>Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.</p> <p>Associated Capabilities</p> <ul style="list-style-type: none"> <li>• Capability 1: Community Preparedness</li> <li>• Capability 2: Community Recovery</li> </ul>			
Domain Activity: Determine the Risks to the Health of the Jurisdiction	Deliverable	Applies To	Due Date
<p>Conduct public health jurisdictional risk assessment (JRA), in collaboration with HPP, to identify potential hazards, vulnerabilities, and risks within the community that relate to the public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals.</p> <p>ADHS recommends a collaborative and flexible risk assessment process that includes input from existing hazard and vulnerability analyses conducted by emergency management, AzCHER and other health care organizations, as well as other community partners and stakeholders.</p> <p>Jurisdictions should analyze JRA results, and use diverse data sources such as the HHS Capabilities Planning Guide (CPG), previous risk assessments, jurisdictional incident AARs/IPs, site visit observations, jurisdictional data from the National Health Security Preparedness Index, and other jurisdictional priorities and strategies, to help determine their strategic</p>	<p>Conduct a JRA and report results to ADHS.</p>	<p>All Counties Tribes</p>	<p>Once every five years from the date of the last JRA (or equivalent)</p>

<i>Domain Strategy 1: Strengthen Community Resilience</i>			
<p>Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.</p> <p>Associated Capabilities</p> <ul style="list-style-type: none"> <li>• Capability 1: Community Preparedness</li> <li>• Capability 2: Community Recovery</li> </ul>			
<p>priorities, identify program gaps, and, ultimately prioritize preparedness investments.</p>			
<b>Domain Activity: Ensure HPP Coordination (Health Care System)</b>			
<p>The purpose of this collaboration is to ensure a shared approach to delivering public health services alongside health care services to mitigate the public health consequences of emergencies. PHEP resources cannot be used to supplant HPP programmatic activities. However, there are areas where coordinated planning and collaboration between the programs are beneficial, including exercising and training.</p> <p>Jurisdictions must participate in one statewide or conduct one regional full-scale exercise (FSE) within the five-year project period. Exercises must include participation from AzCHER and include, at a minimum, hospitals, emergency management agencies, and emergency medical services (EMS).</p>	<p>Local Jurisdictions must participate in one ADHS-sponsored statewide full-scale exercise, OR</p> <p>Participate/conduct a regional full-scale exercise, OR</p> <p>ADHS may consider a real-world response as an acceptable substitute</p>	<p>All Counties Tribes</p>	<p>By BP5 (2023-2024)</p>

*Domain Strategy 1: Strengthen Community Resilience*

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Domain Activity: Plan for the Whole Community

Working in collaboration with HPP, continue to build and sustain local health department and community partnerships to ensure that activities have the widest possible reach with the strongest possible ties to the community. Local jurisdictions should focus on two activities simultaneously:

- Coordination with local stakeholders to review collaboration efforts with local agencies they represent; and
- Engage with key community partners who have established relationships with diverse at-risk populations, to include mental/behavioral health and pediatric populations.
- Develop or expand child-focused planning and partnerships.
- Consider family reunification plans for schools and child care centers.

Plan for individuals with disabilities and others with access and functional needs. Use a flexible approach to define populations at risk to jurisdictional threats and hazards. Address a broad set of common access and functional needs using the Communication, Maintaining Health, Independence, Services and Support, and Transportation (CMIST) framework.

AARs and plans should provide evidence of a whole community approach when planning, training and exercising.

All Counties  
Tribes

June 30, 2021

<i>Domain Strategy 1: Strengthen Community Resilience</i>			
<p>Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.</p> <p>Associated Capabilities</p> <ul style="list-style-type: none"> <li>• Capability 1: Community Preparedness</li> <li>• Capability 2: Community Recovery</li> </ul>			
<p>Identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. Examples of populations with access and functional needs include, but are not limited to, children, pregnant women, postpartum and lactating women, racial and ethnic minorities, older adults, persons with disability, persons with chronic disease, persons with limited English proficiency, persons with limited transportation, persons experiencing homelessness, and disenfranchised populations.</p>			
Domain Activity: Focus on Tribal Planning and Engagement	Deliverable		Due Date
<p>Support the engagement between county and tribal public health departments in a meaningful and mutually beneficial way to ensure that all community members fully and equally served, while also recognizing the inherent responsibility of those nations to support their members in a culturally appropriate manner.</p>	<p>Documentation of collaborative efforts to ensure appropriate efforts are made to develop public health preparedness and response capability. May be included in regular workplan reports.</p>	<p>All Counties Tribes</p>	<p>June 30, 2021</p>

*Domain Strategy 2: Strengthen Incident Management*

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.

Associated Capability

- Capability 3: Emergency Operations Coordination

Domain Activity: Activate and Coordinate Public Health Emergency Operations	Deliverable	Applies To	Due Date
<p>Updated all-hazards preparedness and response plans should include but not limited to:</p> <ul style="list-style-type: none"> <li>• Procedures to conduct preliminary assessments to determine the need for activation of public health emergency operations;</li> <li>• Process for establishing a scalable public health incident management structure that is consistent with NIMS and jurisdictional standards;</li> <li>• Procedures for activating, operating, managing, and staffing the public health emergency operations center (HEOC) or implementing public health functions within another emergency operations center;</li> <li>• Designation of primary and alternate HEOC locations, including virtual communication structures;</li> <li>• Procedures for demobilizing public health emergency operations; and</li> <li>• A description of how the jurisdiction will use Emergency Management Assistance Compact (EMAC) or other mutual aid agreements for public health and medical mutual aid to support coordinated activities and to share resources and other potential support required when responding to emergencies. At minimum, this plan should include the following:               <ul style="list-style-type: none"> <li>○ Procedures for evaluating, responding to, and seeking reimbursement for resources deployed under EMAC;</li> </ul> </li> </ul>	<p>Development, update/review of the Emergency Response Plan</p>	<p>All Counties Tribes</p>	<p>June 30, 2021, uploaded to the ADHS AZ-PIRE website</p>

<i>Domain Strategy 2: Strengthen Incident Management</i>			
<p>Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.</p> <p>Associated Capability</p> <ul style="list-style-type: none"> <li>• Capability 3: Emergency Operations Coordination</li> </ul>			
<ul style="list-style-type: none"> <li>○ Procedures on how information will be shared for a resource request and deployment;</li> <li>○ Redundant points of contact for all public health and medical Mission Ready Packages (MRPs) as applicable; and</li> <li>○ Description of reimbursement processes following a deployment for both the deployed personnel and the key internal staff.</li> </ul>			
<p>Maintain a current COOP plan that includes the following elements.</p> <ul style="list-style-type: none"> <li>• Definitions, identification, and prioritization of essential services needed to sustain public health agency mission and operations;</li> <li>• Procedures to sustain essential services regardless of the nature of the incident (all-hazards planning);</li> <li>• Positions, skills, and personnel needed to continue essential services and functions (human capital management);</li> <li>• Identification of public health agency and personnel roles and responsibilities in support of ESF #8;</li> <li>• Scalable workforce in response to needs of the incident;</li> <li>• Limited access to facilities due to issues such as structural safety or security concerns;</li> <li>• Broad-based implementation of social distancing policies;</li> </ul>	<p>Development or update/review of the Continuity of Operations Plan</p>	<p>All Counties Tribes</p>	<p>June 30, 2021, uploaded to the ADHS AZ-PIRE website</p>

<i>Domain Strategy 2: Strengthen Incident Management</i>			
<p>Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.</p> <p>Associated Capability</p> <ul style="list-style-type: none"> <li>• Capability 3: Emergency Operations Coordination</li> </ul>			
<ul style="list-style-type: none"> <li>• Identification of agency vital records (such as legal documents, payroll, personnel assignments) that must be preserved to support essential functions or for other reasons;</li> <li>• Alternate and virtual work sites;</li> <li>• Devolution of uninterruptible services for scaled down operations;</li> <li>• Reconstitution of uninterruptible services; and</li> <li>• Cost of additional services to augment recovery.</li> </ul>			
<p><i>Maintain personnel lists.</i> Identify personnel to fulfill required incident command and public health incident management roles. Test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency operations center or jurisdictional emergency operations center during a drill or real-time incidents at least once during the budget period.</p>	<p>Maintain listing of personnel using the ADHS Critical Contact Sheet</p> <p>Conduct drill or use real-world incident to test staff assembly processes.</p>	<p>All Counties Tribes</p> <p>All Counties Tribes</p>	<p>Twice annually</p> <p>Once during BP2</p>

*Domain Strategy 3: Strengthen Information Management*

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Domain Activity: Coordinate Information Sharing	Deliverable	Applies To	Due Date
<p>Have or have access to communication systems that maintain or improve reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability, EMS data, and patient tracking, and provide access to AzCHER members and other partners and stakeholders.</p> <p>Such systems, whether they are internally managed or externally hosted on shared platforms, must be capable of supporting syndromic surveillance, integrated surveillance, active and/or passive mortality surveillance, public health registries, situational awareness dashboards, and other public health and preparedness activities.</p> <p>Have plans in place that identify redundant communication platforms (primary and secondary) and a cycle of maintenance and testing of these platforms every six months.</p>	<p>Include in appropriate plans the identification of primary and redundant communication platforms.</p> <p>Testing of the platforms every six months.</p>	<p>All Counties Tribes</p> <p>All Counties Tribes</p>	<p>June 30, 2021</p> <p>Twice annually</p>

### Domain Strategy 3: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

#### Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

#### Domain Activity: Coordinate Emergency Information and Warning

A communication plan should identify the public information officer (PIO) and supporting personnel responsible for implementing jurisdictional public information and communication strategies. Plans must outline requirements and duties; roles and responsibilities; and required qualifications or skills for PIO personnel.

Use crisis and emergency risk emergency communication (CERC) principles to disseminate critical health and safety information to alert the media, public, community-based organizations, and other stakeholders to potential health risks and reduce the risk of exposure. Develop message templates based on planning or risk scenarios identified in risk assessments and incorporate these into the communication plans as applicable.

Ensure that communication plans have processes for coordinating public messaging during infectious disease outbreaks and information sharing regarding monitoring and tracking of cases of persons under investigation to ensure maximum coordination and consistency of messaging.

Development, update/review of a Crisis Emergency Risk Communication plan

Ensure that PIO, or designees, receive appropriate ICS training.

All Counties  
Tribes

All Counties  
Tribes

June 30, 2021, uploaded to the ADHS AZ-PIRE website

As personnel staffing changes occur

*Domain Strategy 4: Strengthen Countermeasures and Mitigation*

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Domain Activity: Develop and Test MCM Distribution, Dispensing, and Vaccine Administration Plans	Deliverable	Applies To	Due Date
<p>Operationalize MCM distribution, dispensing, and vaccine administration plans through development, training, exercising, and evaluating these MCM plans. Managing access to and administration of countermeasures and ensuring the safety and health of clinical and other personnel are important priorities for preparedness and continuity of operations.</p> <p>Engage key partners, to include AzCHER, in the development, training, and exercising of plans for MCM distribution, dispensing, and vaccine administration. This includes open and closed points of dispensing (POD) plans and plans to leverage community vaccine providers in large pandemic influenza-like responses.</p>	<p>Development, update/review of Medical Countermeasures plans</p>	<p>All Counties Tribes</p>	<p>June 30, 2021, uploaded to the ADHS AZ-PIRE website</p>

**Domain Strategy 4: Strengthen Countermeasures and Mitigation**

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

<p>Domain Activity: Demonstrate Operational Readiness for Pandemic Influenza</p>			
<p>For pandemic influenza preparedness planning, all sub-recipients must collaborate with their respective immunizations programs to develop, maintain, and exercise pandemic influenza plans to prevent, control, and mitigate the impact of pandemic influenza on the public’s health and to help meet pandemic vaccination goals for the general population.</p>	<p>Pandemic Influenza plan should provide evidence of collaboration with respective immunization programs. If a jurisdiction does not have an immunization program then provide evidence of collaboration with county/state level programs.</p>	<p>All Counties Tribes</p>	<p>June 30, 2021, uploaded to the ADHS AZ-PIRE website</p>
<p>Domain Activity: Maintain Preparedness Plans Based on Risks</p>	<p>Deliverable</p>	<p>Applies To</p>	<p>Due Date</p>
<p>All local jurisdictions must have in place essential planning elements to respond to both an intentional release of anthrax and a pandemic influenza.</p>	<p>Development, update/review of Medical Countermeasures plans</p>	<p>All Counties Tribes</p>	<p>June 30, 2021, uploaded to the ADHS AZ-PIRE website</p>

*Domain Strategy 4: Strengthen Countermeasures and Mitigation*

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

For a public health response to an intentional release of anthrax, all sub-recipients must have updated plans that outline how the jurisdiction will provide medical countermeasures, including antibiotics and vaccines, to the potentially infected populations within 48 hours. Plans should be effectively coordinated with state and other local planning partners.

All sub-recipients and CRI jurisdictions must seek subject matter expertise and collaborate with health department programs including immunization programs and other subject matter experts to update pandemic influenza plans to prevent, control, and mitigate the impact on the public's health. Plans should address ways to help meet pandemic vaccination goals for the general population and goals targeting vaccination of critical workforce personnel:

- Determine jurisdictional readiness to vaccinate critical workforce personnel with two doses of pandemic influenza vaccine, separated by 21 days, within four weeks of influenza vaccine availability;
- Determine readiness of the jurisdiction's vaccine providers and partners to vaccinate at least 80% of the jurisdiction's population with two doses of pandemic influenza vaccine, separated by 21 days, within 12 weeks of pandemic influenza vaccine availability; and

<i>Domain Strategy 4: Strengthen Countermeasures and Mitigation</i>			
<p>Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.</p> <p>Associated Capabilities</p> <ul style="list-style-type: none"> <li>• Capability 8: Medical Countermeasure Dispensing and Administration</li> <li>• Capability 9: Medical Materiel Management and Distribution</li> <li>• Capability 11: Non-pharmaceutical Interventions</li> <li>• Capability 14: Responder Safety and Health</li> </ul>			
<ul style="list-style-type: none"> <li>• Estimate pandemic vaccine administration capacity based on potential number, types, participation rate, and throughput of vaccine providers and settings. This includes health care provider offices, pharmacies, school-based health centers, worksites and occupational health clinics, hospitals, federal facilities with vaccine administration capabilities, and PODs or dispensing and vaccination clinics that would participate in a pandemic vaccine response.</li> </ul>			
<b>Domain Activity: Conduct Required MCM Exercises</b>			
<p>CDC requires the following progressive exercises in the 2019-2024 performance period. A real incident that incorporates the same operational elements fulfills any level of exercise requirement for the same operational period.</p>	<p>Complete three annual drills that address: facility setup, staff notification and assembly, and site activation.</p>	<p>All deliverables apply to CRI counties</p>	<p>No later than June 30, 2021, results recorded in DCIPHER</p>

## Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

### Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

*Throughput estimation is now completed as part of the dispensing full-scale exercise (FSE). However, if a site does not participate in the dispensing FSE (for example, participates in immunization FSE in lieu of dispensing FSE), oral MCM throughput will be measured and information submitted at least once during the five-year period.*

Alternating each year between anthrax and pandemic influenza scenarios.

Complete two table top exercises every five years. One to demonstrate readiness for an anthrax scenario, and one for a pandemic influenza scenario.

Complete a functional exercise once every five years, focusing on vaccination of at least one critical workforce group, to

Determined by the local jurisdiction, submitted in DCIPHER

Once during this five year project period.

Once during this five year project period.

### Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

#### Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

	demonstrate readiness for a pandemic influenza scenario.  Demonstrate operational readiness for a pandemic influenza scenario through the completion of an FSE once every five years.		Once during this five year project period (completed in November 2019)
Domain Activity: Participate in ORRs			
The ORR maintains an MCM focus but will also include pandemic influenza planning and response elements. Beginning in July 2020, the start of Budget Period 2, CDC plans to expand the ORR to include a comprehensive evaluation of planning and operational readiness based on elements across all 15 public health preparedness and response capabilities.	Complete the Operational Readiness Review	CRI counties	No later than June 30, 2021, submitted via DCIPHER

### Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

#### Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

CRI health departments that have successfully achieved Project Public Health Ready (PPHR) recognition (or re-recognition) status will qualify for exemption from the planning elements of the ORR process. Successful and active PPHR recognition will fulfill the local ORR planning requirements for the duration of the five-year recognition period. Similar to accreditation, local jurisdictions that have a role in public health response activities may apply for PPHR recognition through a state-supported model. States unfamiliar with the PPHR process should contact the National Association of County and City Health Officials (NACCHO), which administers the PPHR program.

Domain Activity: Conduct Inventory Management Tracking System Annual Tests

Deliverable

Due Date

The capability of jurisdictions to receive electronic SNS/MCM related inventory ensures the timely receipt, distribution, accountability, and recovery of assets distributed to local jurisdictions through the state.

Participate in an annual inventory management system test to receive electronic inventory data.

All Counties  
Tribes (optional)

No later than  
June 30, 2021.

### Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

#### Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

<p>Jurisdictions that use the iCam inventory management system will be required to utilize iCam to receive and verify inventory allotments, adjust inventory based on distribution and electronically “return” unused materiel.</p> <p>Jurisdictions that use a “non-iCam” system will be required to use respective inventory system to receive an electronic file, verify receipt, adjust inventory levels, and “return” unused materiel.</p>	<p>Real world response that involves the receipt of distributed resources from ADHS will satisfy this activity.</p>		
<p>Domain Activity: Update Local Distribution Site (LDS) Survey</p>			
<p>Review/update the LDS survey form once annual. LDS site information is required for the primary site.</p> <p>Local jurisdictions are encouraged to validate each LDS site with a law enforcement representative at least once every three years.</p>	<p>Review/update completed LDS survey form.</p> <p>Using DCIPHER, complete the LDS Site Survey form for both primary and secondary sites.</p>	<p>All Counties Tribes (optional)</p> <p>CRI counties</p>	<p>Twice Annually</p>

## Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

### Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

### Domain Activity: Coordinate Non-pharmaceutical Interventions

Coordinate with and support partner agencies to plan and implement non-pharmaceutical interventions (NPIs) by developing and updating plans for isolation, quarantine, temporary school and child care closures and dismissals, mass gathering (large event) cancellations and restrictions on movement, including border control measures.

Plans must:  
Document applicable jurisdictional, legal, and regulatory authorities necessary for implementation of NPIs in routine and incident-specific situations.

Delineate roles and responsibilities of health, law enforcement, emergency management, chief executive, and other relevant agencies and partners.

All Counties

June 30, 2021

### Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

#### Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

	Define procedures, triggers, and necessary authorizations to implement NPIs, whether addressing individuals, groups, facilities, animals, food products, public works/utilities, or travelers passing through ports of entry. Determine occupational and exposure prevention measures, such as decontamination or evacuation strategies.		
Domain Activity: Ensure Safety and Health of Responders			
Local jurisdictions must assist, train, and provide resources necessary to protect public health first responders, critical workforce personnel, and	Assistance may include personal protective equipment (PPE), MCMs,	All Counties	June 30, 2021

#### Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

##### Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

critical infrastructure workforce from hazards during response and recovery operations.

workplace violence training, psychological first aid training, and other resources specific to an emergency that would protect responders and health care workers from illness or injury at the state and local levels. This may include developing clearance goals for contaminated areas based on guidance from a committee of subject matter experts.

## Domain Strategy 5: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

### Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Domain Activity: Coordinate Activities to Manage Public Health and Medical Surge	Deliverable	Applies To	Due Date
<p>Coordinate with emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the affected community.</p>	<p>At minimum, local jurisdictions must have written plans in place that clearly define the public health roles and responsibilities during surge operations and outline procedures on how public health will engage the health care system to provide and receive situational awareness throughout the surge event.</p>	<p>All Counties Tribes</p>	<p>June 30, 2021</p>

## Domain Strategy 5: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

### Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Domain Activity: Coordinate Public Health, Health Care, Mental/Behavioral Health, and Human Services Needs during Mass Care Operations

Local jurisdictions should coordinate with key partner agencies to address, within congregate locations (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. In collaboration with ESF #8 partners, health care, emergency management, and other pertinent stakeholders, local jurisdictions should develop, refine, or maintain written plans that identify the public health roles and responsibilities in supporting mass care operations.

At minimum, these plans should address:  
Procedures on how ongoing surveillance and public health assessments will be coordinated to ensure that the public health, health care, mental/behavioral health and human services needs of those impacted by the incident continue to be met while at congregate locations; and

All Counties  
Tribes

June 30, 2021

## Domain Strategy 5: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

### Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

	Procedures to support or implement family reunification, including any special considerations for children.		
Domain Activity: Coordinate with Partners to Address Public Health Needs during Fatality Management Operations			
<p>Coordinate with and support partner agencies to address fatality management needs resulting from an incident</p> <p>In collaboration with jurisdictional partners and stakeholders, local jurisdictions should conduct the following activities.</p> <p>Coordinate with subject matter experts and cross-disciplinary partners and stakeholders to clarify, document, and communicate the public health</p>	Development, update/review of Fatality Management plan	All Counties Tribes	June 30, 2021, uploaded to the ADHS AZ-PIRE website

## Domain Strategy 5: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

### Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

agency role in fatality management, based on jurisdictional risks, incident needs, and partner and stakeholder authorities.

The public health agency role may include supporting:

- Recovery, preservation, and release of remains,
- Identification of the deceased,
- Determination of cause and manner of death, including whether disaster-related
- Provision of mental/behavioral health assistance, and
- Plans to include culturally appropriate messaging around handling of remains.

Coordinate with community partners, including law enforcement, emergency management, and medical examiners or coroners to ensure proper tracking, transportation, handling, and storage of human remains and ensure access to mental and behavioral health services for responders and families impacted by an incident.

## Domain Strategy 5: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

### Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

<p>Have procedures in place to share information with fatality management partners, including fusion centers or comparable centers and agencies, emergency operations centers, and epidemiologist(s), to provide and receive relevant surveillance information that may impact the response.</p>			
<p>Domain Activity: Coordinate Medical and Other Volunteers to Support Public Health and Medical Surge</p>			
<p>Conduct the following activities to address volunteer planning considerations.</p> <ul style="list-style-type: none"> <li>• Estimate the anticipated number of public health volunteers and health professional roles based on identified situations and resource needs.</li> <li>• Identify and address volunteer liability, licensure, workers' compensation, scope of practice, and third-party reimbursement issues that may deter volunteer use.</li> <li>• Identify processes to assist with volunteer coordination, including protocols to handle walk-up volunteers and others who cannot</li> </ul>	<p>Development, update/review of Volunteer Management plan</p>	<p>All Counties Tribes</p>	<p>June 30, 2021, uploaded to the ADHS AZ-PIRE website</p>

## Domain Strategy 5: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

### Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

participate due to state regulations. Jurisdictions that do not use spontaneous or other volunteers due to state regulations must describe in their plans how they plan to handle those types of volunteers during an incident.

- Leverage existing government and non-governmental volunteer registration programs, such as ESAR-VHP and Medical Reserve Corps (MRC).

<i>Domain Strategy 6: Strengthen Biosurveillance</i>			
<p>Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.</p> <p>Associated Capabilities</p> <ul style="list-style-type: none"> <li>• Capability 12: Public Health Laboratory Testing</li> <li>• Capability 13: Public Health Surveillance and Epidemiological Investigation</li> </ul>			
Domain Activity: Conduct Epidemiological Surveillance and Investigation	Deliverable	Applies To	Due Date
<p>Local jurisdictions should continue to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological processes.</p> <p>Local jurisdictions should evaluate surveillance and epidemiological investigation outcomes to identify deficiencies encountered during responses to public health threats and incidents and recommend opportunities for improvement.</p> <p><i>Conduct border health surveillance activities.</i></p> <p>The focus on cross-border preparedness reinforces public health whole community approach, which is essential for local-to-global threat risk management and response to actual events regardless of source or origin.</p>	<ul style="list-style-type: none"> <li>• Have or have access to trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems. Support surge requirements in response to threats to include supporting population at risk of adverse health outcomes as a result of the incident.</li> <li>• Have procedures in place to establish partnerships, to conduct investigations, and share information with other governmental</li> </ul>	<p>All Counties Tribes</p>	<p>June 30, 2021, End-of-Year Report</p>

<i>Domain Strategy 6: Strengthen Biosurveillance</i>			
<p>Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.</p> <p>Associated Capabilities</p> <ul style="list-style-type: none"> <li>• Capability 12: Public Health Laboratory Testing</li> <li>• Capability 13: Public Health Surveillance and Epidemiological Investigation</li> </ul>			
		<p>agencies and partner organizations.</p> <ul style="list-style-type: none"> <li>• Local jurisdictions located on the United States-Mexico border should conduct activities that enhance border health, particularly regarding disease detection, identification, investigation, and preparedness and response activities related to emerging diseases and infectious disease outbreaks whether naturally occurring or due to bioterrorism.</li> </ul>	

Domain Strategy 6: Strengthen Biosurveillance				
<p>Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.</p> <p>Associated Capabilities</p> <ul style="list-style-type: none"> <li>• Capability 12: Public Health Laboratory Testing</li> <li>• Capability 13: Public Health Surveillance and Epidemiological Investigation</li> </ul>				
<p><i>Implement processes for using poison control center data for public health surveillance.</i></p> <p>Such data can be particularly helpful in 1) providing situational awareness during a known public health threat, 2) identifying an emerging public health threat, 3) identifying unmet public health communication needs following a public health threat, or 4) providing surveillance for specific exposures or illnesses of concern to the health department.</p>	<ul style="list-style-type: none"> <li>• Establish processes for obtaining and sharing collected information</li> </ul>	All Counties	June 30, 2021, End-of-Year Report	
<p><i>Coordinate with epidemiological and vital records partners to implement electronic death registration (EDR) systems.</i></p> <p>Local jurisdiction should coordinate with epidemiological partners to implement processes for active and passive mortality surveillance and EDR use. Depending upon the jurisdiction's prior experience with utilizing EDR systems during a response.</p>	<ul style="list-style-type: none"> <li>• Local jurisdictions should prioritize development of scalable plans implement an EDR system, such as developing reporting and technological capability; assessing potential legal information sharing barriers and restrictions; and other actions that will help establish initial functionality. An option for EDR development</li> </ul>	All Counties	June 30, 2021, End-of-Year Report	

<i>Domain Strategy 6: Strengthen Biosurveillance</i>			
<p>Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.</p> <p>Associated Capabilities</p> <ul style="list-style-type: none"> <li>• Capability 12: Public Health Laboratory Testing</li> <li>• Capability 13: Public Health Surveillance and Epidemiological Investigation</li> </ul>			
		<p>planning can include working with the jurisdictional vital records office (VRO)</p>	

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## Interoffice Memorandum

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**TO:** Board of Supervisors

**FROM:** School Superintendent, Alfredo I. Velásquez

**SUBJECT:** Government Agreement GRA-RC020-21-1080-01 between The Arizona Early Childhood Development and Health Board Santa Cruz Regional Partnership Council (First Things First) And Santa Cruz County School Superintendent's Office for \$10,000.

**DATE:** June 8, 2020

**CC:** Jennifer St. John, County Manager

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**Recommendation:**

Approve the Government Agreement GRA-RC020-21-1080-01 between The Arizona Early Childhood Development and Health Board Santa Cruz Regional Partnership Council (First Things First) And Santa Cruz County School Superintendent's Office for \$10,000.

**Background:**

The Santa Cruz County School Superintendent's Office is partnering with First Things First to provide professional development for Early Childhood Educators. The intent of this strategy is to build capacity in the Santa Cruz Region for professional development to be offered to English and Spanish speaking early care and education professionals. By piloting a professional development program that will be offered to 25 early care and education professionals every other month, they will identify whether there is interest among early care and education professional for continued professional development in the region.

First Things First is one of the critical partners in creating a family-centered, comprehensive, collaborative and high-quality early childhood system that supports the development, health and early education of all Arizona's children birth through age 5.

**Financial Implications:**

During the FY 20/21 the Santa Cruz County School Superintendent's Office will receive \$10,000 from First Things First to provide early education professional development in Santa Cruz County.

**Proposed Motion:**

"Mr. Chairman I move to approve the Government Agreement GRA-RC020-21-1080-01 between The Arizona Early Childhood Development and Health Board Santa Cruz Regional Partnership Council (First Things First) And Santa Cruz County School Superintendent's Office for \$10,000."

## Government Agreement Summary

**GRA Number:** GRA-RC020-21-1080-01

**Region/Funding Source:** Santa Cruz Regional Partnership Council

**Applicant Information:**

Santa Cruz County School Superintendent's Office  
Alfredo Velasquez, Superintendent  
[avelasquez@santacruzcountyaz.gov](mailto:avelasquez@santacruzcountyaz.gov) 520-375-7940

**Primary Strategy:** Capacity Building

**Funding Available:** \$10,000

**Brief Description:**

The intent of this strategy is to build capacity in the Santa Cruz Region for professional development to be offered to English and Spanish speaking early care and education professionals. By piloting a professional development program that will be offered to 25 early care and education professionals every other month, the grantee will identify whether there is interest among early care and education professional for continued professional development in the region.

**Grant Term/Estimated Start Date:**

The estimated grant term is July 1, 2020 through June 30, 2021, unless terminated, cancelled or extended.

**Contact Information:**

Russ Spencer  
Fiscal Specialist  
First Things First  
Email: [Rspencer@azftf.gov](mailto:Rspencer@azftf.gov)  
Phone: (602) 771-5043

# GOVERNMENT AGREEMENT

**GRA-RC020-21-1080-01**

**Between The  
Arizona Early Childhood Development and Health Board  
Santa Cruz Regional Partnership Council  
(First Things First)  
And  
Santa Cruz County School Superintendent's Office  
(Grantee)**

**I. Purpose**

The intent of this strategy is to build capacity in the Santa Cruz Region for professional development to be offered to English and Spanish speaking early care and education professionals. By piloting a professional development program that will be offered to 25 early care and education professionals every other month, the grantee will identify whether there is interest among early care and education professional for continued professional development in the region.

**II. Term, Renewal**

The term of the Agreement is July 1, 2020 through June 30, 2021. The parties may renew this Agreement for one (1) additional twelve (12) month extension (including lesser parts thereof).

**III. Description of Services**

Early care and education professionals in the Santa Cruz Region lack access to a series of professional development sessions led by credentialed professionals. Currently, early care and education professionals have to travel to Tucson or Phoenix to obtain professional development. For those who are monolingual Spanish speakers, professional development opportunities are even scarcer.

This strategy aims to build the capacity of the professional development system in the Santa Cruz Region by offering comprehensive professional development, supporting the unique needs of English and Spanish speaking early care and education professionals. This approach will also help inform the regional council and stakeholders of the demand and actual usage of early childhood professionals accessing professional development locally. As part of this agreement, the Santa Cruz County School Superintendent's Office will provide 25 early care and education professionals with six 2 ½- to 3-hours of professional development in the region, each offered every other month. Each early care and education professional enrolled in the series will attend at least four of the six sessions offered with the intent and encouragement professionals will attend 100% of

sessions. Topics covered will include early childhood education, development and health. All sessions will be taught by a credentialed professional or early care and education expert. Translation services will be available to Spanish speakers using translation equipment arranged by First Things First. At the beginning and following the completion of the six-session series, a pre-post knowledge survey will be developed by the Santa Cruz County School Superintendent's Office in cooperation with First Things First staff. In addition, a satisfaction survey will also be given to participants after each session. A written report summarizing the results of the surveys and the professional development effort will be shared with the Santa Cruz County School Superintendent's Office, the First Things First Regional Partnership Council and members of the Santa Cruz Birth to Five Partners coalition so that partner support in sustaining the long-term funding of such professional development efforts in the region may be achieved.

The grant aims to address the professional development needs of 25 early care and education professionals in the region, including English and Spanish speakers. Outreach for the classes will be performed by the grantee in cooperation with members of the Santa Cruz Birth to Five Coalition. Special attention will be placed on recruiting participants who are Spanish speakers.

#### **IV. GRANTEE'S Responsibilities**

The Grantee shall:

- A. Prior to entering into this Agreement, have completed and submitted to First Things First for review and approval the following forms and documents:
  1. Agency/Organization Profile
  2. Line-Item Budget and Budget Narrative
  3. Fiscal Information - Funding Sources and Financial Controls

The completed forms and documents comprise part of this Agreement.

- B. In providing programming described in Section IV.A, the Grantee shall act in accordance with its approved budget; and the following First Things First documents: the Scope of Work (Exhibit A), and the Data Security, Submission and Suppression Guidelines and Requirements for Collaborators (Exhibit B).
- C. Coordinate and collaborate with all First Things First grant recipients, as collaboration is critical to developing a seamless service delivery system for children and families.
- D. Submit timely the reports described in Section VI.

**V. Reimbursement/Payment**

- A. First Things First shall pay the Grantee on a cost-reimbursement basis for expenses approved in the budget, up to \$10,000 on the terms described in this Section.
- B. Payment is conditioned upon receipt by First Things First of timely, accurate and complete (i) reimbursement documents, (ii) Program Narrative Reports and (iii) Data Submission Reports submitted via the First Things First Partner Grant Management System (PGMS). Payments shall be made only for those services performed or goods received.
- C. The Grantee shall submit reimbursement requests at least quarterly, though not more frequently than monthly. **The Grantee shall submit a final reimbursement request marked “final” no more than forty-five (45) days after the Agreement end date.** Expenses eligible for reimbursement must be paid, accrued or obligated by the Grantee by the Agreement term end date. Final payment shall be contingent upon receipt of all fiscal, programmatic, and data reports required of the Grantee under this Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement end date will not be paid.
- D. Funds provided to the Grantee under this Agreement shall only be used to fulfill the Grantee’s responsibilities under this Agreement. Any questions regarding the appropriate use of the funds shall be resolved by mutual agreement between the parties.
- E. If the Grantee receives reimbursement for expenditures that are disallowed by an audit exception by First Things First, the state or the federal government, the Grantee shall promptly repay the funds to First Things First.

**VI. Quarterly Program Narrative and Data Submission Reporting Requirements**

- A. At a minimum, the Grantee shall submit quarterly one Program Narrative Report and one Data Submission Report by the 20<sup>th</sup> of the month following the quarter via PGMS. Failure to submit timely reports will result in suspension of reimbursement. The reports shall contain such information as deemed necessary by First Things First.

- B. Program Narrative and Data Submission Reports are due:

1 <sup>st</sup> Quarter (July 1 - September 30)	Due: October 20
2 <sup>nd</sup> Quarter (October 1 - December 31)	Due: January 20
3 <sup>rd</sup> Quarter (January 1 - March 31)	Due: April 20
4 <sup>th</sup> Quarter (April 1 - June 30)	Due: July 20

- C. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee shall collect, store and report the data for the Data Submission Reports separately for each region served.

## **VII. Agreement Administration and Operations**

- A. Working on Tribal Land. If the Grantee performs any work under this Agreement on sovereign land of a tribe, the Grantee shall comply with any requirements set forth by the tribal government in relation to essential functions of the grant operation, including data collection. It is a material requirement of this Agreement that the Grantee follow all First Things First tribal policies and procedures including the Tribal Data Policy as applicable, obtain all appropriate parental consents and obtain appropriate tribal approvals as designated by tribal authorities, which approval may include a requirement to participate in cultural education and community orientation classes.
- B. Advertising, Publishing and Promotion of Agreement. The Grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.
- C. Review of Printed Materials. First Things First must review and approve all Grantee publications and/or media funded or partially funded through this Agreement for compliance with this Agreement. The Grantee shall submit to First Things First via PGMS all print and electronic materials related to the programs and services funded under this Agreement before publicly distributing those materials so that First Things First may first review and approve prior to release. If deemed necessary by First Things First, the Grantee shall revise the materials as indicated by First Things First before publicly distributing the materials. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.
- D. Acknowledgment of FTF Funding. The Grantee shall recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The Grantee shall make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Grantee shall also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.
- E. Public Awareness Efforts. The Grantee shall consult with First Things First in the planning of public awareness/marketing strategies, such as websites, advertising or media campaigns, related to the programs or services funded under this Agreement.

- F. Ownership of Materials and Data. Any materials and data required to be collected, delivered or created under this Agreement, including but not limited to reports, computer programs and other deliverables are the sole property of the State (First Things First). The Grantee shall not use or release these materials or data without the prior written consent of First Things First. The Grantee is not entitled to a patent or copyright on these materials and data and may not transfer the patent or copyright to anyone else.
- G. Ownership of Intellectual Property. First Things First shall be the owner (for and on behalf of the State of Arizona) of any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark and/or trade secrets, created or conceived in the course of carrying out this Agreement and any related subcontract or subgrant (“Intellectual Property”). The parties agree that the Intellectual Property shall be considered a work made for hire under the U.S. Copyright Act to the extent applicable. To the extent the Intellectual Property is not a work made for hire, the Grantee hereby transfers all of its ownership of the Intellectual Property to First Things First. First Things First shall own the entire right, title and interest to the Intellectual Property throughout the world. The Grantee shall notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it, its subcontractor or its subgrantee. The Grantee, on behalf of itself and any subcontractors and subgrantees, agrees to execute all documents necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Grantee and its subcontractors and subgrantees shall not disclose inventions or trade secrets covered by this paragraph to any entity not the State without the express written authorization of First Things First.

## **VIII. General Terms**

- A. FTF Grants Uniform Terms and Conditions. First Things First’s Grants Uniform Terms and Conditions (revision date October 2019) are hereby incorporated by reference into this Agreement as if fully set forth herein. Copies of this document are available by emailing the First Things First Procurement Specialist, [grants@azftf.gov](mailto:grants@azftf.gov).
- B. Non-Availability of Funds. Every payment obligation of First Things First 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 First Things First at the end of the period for which funds are available. No liability shall accrue to First Things First in the event this provision is exercised, and First Things First shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- C. Capital Expenditures. Certain capital expenditures with a cost totaling \$20,000 or more may be subject to First Things First’s Capital Expenditure Policy regarding

construction, renovation, real property and vehicles. This Capital Expenditure Policy (revision date December 2019) is hereby incorporated by reference into this Grant Agreement as if fully set forth herein. Copies of this document are available by emailing the First Things First Procurement Specialist, [grants@azftf.gov](mailto:grants@azftf.gov).

- D. Sectarian Purposes. Funds provided under this Agreement may not be expended for any sectarian purpose or activity, including religious worship or instruction, except as consistent with the First Amendment of the United States Constitution. The Grantee shall implement the programs or services funded under this Agreement consistent with the First Amendment as well. With respect to these programs or services, the Grantee also shall not discriminate against any program or service beneficiary or applicant on the basis of religion. First Things First reserves the right to verify or monitor compliance with this paragraph. The Grantee shall repay any funds awarded under this Agreement that the Grantee spends in violation of this paragraph.

#### **IX. State and Federal Mandated Terms**

- A. Non-Discrimination. The provisions of State Executive Order 2009-09 are incorporated herein by reference. These provisions mandate, in part, that contractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee shall also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 – Equal Protection of the Laws for Faith-Based and Community Organizations.
- B. Records. Pursuant to A.R.S. § 8-1174, the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records (“records”) relating to the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State (including First Things First) and by an independent auditor at all reasonable times. Upon request, the Grantee shall produce any or all such records at First Things First’s main office in Phoenix, Arizona.

Notwithstanding the foregoing paragraph, pursuant to 2 C.F.R. § 200.333, if the grant includes federal pass-through funds, then the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all records pertaining to the federal pass-through funds for a period of three years from the date of submission of the final expenditure report and until any litigation, claims or audit findings involving the records have been resolved and final action taken. All such records shall be accessible and subject to audit in accordance with 2 C.F.R. § 200.336. This paragraph does not apply to a grantee, subgrantee or subcontractor that is a federal agency.

**X. Relationship of Parties**

The Grantee under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party.

**XI. Indemnification**

- A. Not State Agency. This paragraph applies if the Grantee is not a department, agency, board, commission or university of the State. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, 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 including its officers, officials, agents, employees or volunteers. The State of Arizona, Early Childhood Development and Health Board (First Things First) is self-insured per A.R.S. § 41-621.
- B. Patent and Copyright. The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by the State of materials furnished or work performed under this Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if the Grantee is insured pursuant to A.R.S. § 41-621.
- C. Subcontractors. The Grantee shall contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees ("State") from and against any and all Claims (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) 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 subcontractor or subgrantee or any of its owners, officers, directors, agents, employees, volunteers, or subcontractors. This indemnity shall include any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the subcontractor or subgrantee 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 State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the subcontractor or subgrantee from and against any and all Claims. It is agreed that the subcontractor or subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The subcontractor or subgrantee shall

agree to waive all rights of subrogation against the State for losses arising from the work performed by the subcontractor or subgrantee for the State.

**XII. Insurance.**

The Grantee shall provide a Certificate of Self-Insurance. The Certification shall be sent directly to First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, Arizona 85012. If the Grantee is a department, agency, board, commission or university of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply.

In addition, the Grantee shall contractually require its subcontractors to procure and maintain until all of its obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the subcontractor and its owners, officers, directors, agents, employees, or volunteers. The insurance policies shall be in accordance with recommendations of the Risk Management Division of the Arizona Department of Administration, including its published Insurance Modules, and in consultation with First Things First.

**XIII. Termination Upon 30 Days Notice**

In addition to the termination provisions incorporated by reference, either party may terminate the Agreement for any or no reason by giving at least thirty (30) days written notice of termination to the other party. If the Grantee requests termination under this provision, the Grantee shall cooperate with reasonable requests from First Things First to decrease services and costs related to the Agreement.

**XIV. Notices**

The Grantee shall address all notices related to this Agreement to:

First Things First  
Finance Division  
4000 N. Central Avenue, Suite 800  
Phoenix, AZ 85012

First Things First shall address all notices related to this Agreement to:

Santa Cruz County Schools Superintendent  
2150 N. Congress, Suite 107  
Nogales, AZ 85621

**XV. Grantee Assurances**

Grantee’s Authorized Official to initial the following:

GENERAL

- \_\_\_\_\_ To adhere to the most current version of the Standards of Practice documents (available at <http://www.firstthingsfirst.org/grants/strategy-toolkit>)
- \_\_\_\_\_ To adhere to the Data Security Submission and Suppression Guidelines and Requirements for Collaborators, as applicable.
- \_\_\_\_\_ To review and adhere to the First Things First Grants Uniform Terms and Conditions. Copies of this document are available by emailing [grants@azftf.gov](mailto:grants@azftf.gov) .
- \_\_\_\_\_ To accept funds and administer the programs in accordance with all applicable federal and state statutes and regulations and Grant Agreement requirements.
- \_\_\_\_\_ To maintain internal controls, including policies and procedures, for assuring compliance with applicable cost principles and other Grant Agreement requirements.
- \_\_\_\_\_ To follow established personnel policies related to salary scales, fringe benefits, and travel reimbursement.
- \_\_\_\_\_ To use generally accepted accounting principles (GAAP).
- \_\_\_\_\_ To perform required financial and compliance audits in accordance with federal law and guidelines, including the Single Audit Act and 2 CFR Part 200.
- \_\_\_\_\_ To maintain documentation for employees working across multiple funding sources to ensure the amount of time charged to each employee does not exceed 100%.
- \_\_\_\_\_ To have fiscal control and fund accounting procedures in place to ensure proper disbursement of and accounting for any funds paid to subcontractors.
- \_\_\_\_\_ To maintain enrollment and participate in e-verify, if an employer.
- \_\_\_\_\_ To maintain a system of contract administration to ensure conformance with the Grant Terms and Conditions.

PROGRAMMATIC

- \_\_\_\_\_ To use proven, effective and/or evidence based programs.
- \_\_\_\_\_ To maintain the personnel qualifications outlined in the Standards of Practice with subsequent hires.
- \_\_\_\_\_ To comply with any applicable federal, state, and local health and safety requirements that apply to the facilities used for a program.
- \_\_\_\_\_ To actively participate in the Quality Assurance process, including assessments.
- \_\_\_\_\_ To coordinate, to the extent possible, with other programs in the same geographic area that serve similar target populations.
- \_\_\_\_\_ To coordinate with First Things First during the length of the program period.
- \_\_\_\_\_ To acknowledge funding from FTF in publicly-distributed materials in compliance with FTF’s brand guidelines and submit such materials in advance for review.
- \_\_\_\_\_ To consult with FTF in the planning of public awareness/marketing strategies such as websites, advertising or media campaigns.

EVALUATION

- \_\_\_\_\_ To provide regular and timely reporting and to participate in all pertinent First Things First research and evaluation efforts.
- \_\_\_\_\_ If an evaluation study has been conducted on the proposed program, a copy of the evaluation report (if available) will be submitted to First Things First.
- \_\_\_\_\_ If funds are being requested to conduct an evaluation study, approval by First Things First Research and Evaluation team will be obtained prior to implementation.
- \_\_\_\_\_ If the evaluation study will include a tribal community, approval by First Things First Research and Evaluation team and Tribal Affairs division will be obtained prior to implementation.

**XVI. Authority to Execute this Agreement**

Each individual executing this Agreement represents and warrants that he or she is duly authorized to do so.

**XVII. In Witness Whereof**

The parties hereto agree to carry out the provisions of this Agreement.

**FOR AND BEHALF OF  
Santa Cruz Co. School Superintendent's Office**

**FOR AND BEHALF OF THE  
Arizona Early Childhood Development  
And Health Board**

\_\_\_\_\_  
Alfredo Velasquez  
County School Superintendent

\_\_\_\_\_  
Josh Allen  
CFO/COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Government Agreement Attachments and Exhibits

Attachment A	Agency/Organization Profile
Attachment B	Line Item Budget and Budget Narrative
Attachment C	Fiscal Information - Funding Sources and Financial Controls
Exhibit A	Overview of First Things First and Scope of Work
Exhibit B	Data Security, Submission and Suppression Guidelines and Requirements for Collaborators

## Attachment A

### Agency/Organization Profile

#### A. Grantee Information:

**Agency/Organization** Santa Cruz County School Superintendent's Office **Contact Person** Alfredo Velasquez  
**Address** 2150 North Congress Drive ste. 107 **Position** County School Superintendent  
**Address** \_\_\_\_\_ **Email** avelasquez@santacruzcountyz.gov  
**City, State, Zip** Nogales, Arizona 85621  
**Phone** 520-375-7940 **Ext** \_\_\_\_\_ **County** Santa Cruz

Employer Identification Number: 86-60000559

Agency Classification:  State Agency  County Government  Local Government  Schools  
 Tribal  Faith Based  Non Profit  Private Organization  Other

Have you conducted business with First Things First using this EIN within the last year?  **Yes**  **No**  
*If not or if there has been address or EIN changes, please go to [https://qao.az.gov/sites/default/files/GAO-W-9\\_072815-S%26S%26A.pdf](https://qao.az.gov/sites/default/files/GAO-W-9_072815-S%26S%26A.pdf), download the State of Arizona Substitute W-9 Form, and submit with your application.*

Congressional district (federal) in which agency provides most services: District # 7

Legislative district (state) in which agency provides most services: District # 2  
*Go to <http://www.azredistricting.org> and click on Final Maps to identify your congressional and legislative district*

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ 1,000,000

Agency's fiscal year-end date: June 30

Agency's accounting method:  Cash  Accrual

Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F?  **Yes**  **No**

Contact information for firm conducting agency audit:

Audit firm: State of Arizona Office of the Auditor General

Address: 2910 N. 44<sup>th</sup> Street, Ste. 410, Phoenix, AZ 85018

Phone: 602-533-0333

**B. Program Details:**

**Brief Program Description** (250 words or less):

This strategy aims to build the capacity of the professional development system in the Santa Cruz Region by offering comprehensive professional development, supporting the unique needs of English and Spanish speaking early care and education professionals. This approach will also help inform the regional council and stakeholders of the demand and actual usage of early childhood professionals accessing professional development locally. As part of this agreement, the Santa Cruz County School Superintendent's Office will provide 25 early care and education professionals with six 2 ½- to 3-hours of professional development in the region, each offered every other month. Each early care and education professional enrolled in the series will attend at least four of the six sessions offered with the intent and encouragement professionals will attend 100% of sessions. Topics covered will include early childhood education, development and health. All sessions will be taught by a credentialed professional or early care and education expert. Translation services will be available to Spanish speakers using translation equipment arranged by First Things First. At the beginning and following the completion of the six-session series, a pre-post knowledge survey will be developed by the Santa Cruz County School Superintendent's Office in cooperation with First Things First staff. In addition, a satisfaction survey will also be given to participants after each session. A written report summarizing the results of the surveys and the professional development effort will be shared with the Santa Cruz County School Superintendent's Office, the First Things First Regional Partnership Council and members of the Santa Cruz Birth to Five Partners coalition so that partner support in sustaining the long-term funding of such professional development efforts in the region may be achieved.

**C. Contact Information:**

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

**Main Contact:** is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.

**Finance Contact:** is responsible for the submission of reimbursement requests through PGMS and will have access to budget and reimbursement information in PGMS.

**Program Contact:** is responsible for program implementation and will have access to the program and data reports in PGMS.

**Evaluation Contact:** is responsible for the program evaluation and data collection activities and will have access to only the data reports in PGMS.

PGMS Contacts		
<b>Main Contact</b>	Name: Alfredo I. Velasquez	Email: avelasquez@santacruzcountyaz.gov
	Title/Position: County School Superintendent	Phone: 520-375-7940
	Physical Address (if different than the agency address):	
<b>Finance Contact</b>	Name: Maria Martinez	Email: mimartinez@santacruzcountyaz.gov
	Title/Position: Accountant SCC Finance Department	Phone: 520-375-7825
	Physical Address (if different than the agency address):	
<b>Program Contact</b>	Name: Christopher Young	Email: cyoung@santacruzcountyaz.gov
	Title/Position: Chief Deputy	Phone: 520-375-7944
	Physical Address (if different than the agency address):	
<b>Evaluation Contact</b>	Name: Christopher Young	Email: cyoung@santacruzcountyaz.gov
	Title/Position: Chief Deputy	Phone: 520-375-7944
	Physical Address (if different than the agency address):	

## Attachment B - Line-Item Budget and Budget Narrative

### SFY21 Line-Item Budget

Budget period: July 1, 2020 – June 30, 2021

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$0</b>
Salaries			
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$0</b>
Fringe Benefits or Other ERE			
<b>PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>Professional &amp; Outside Services Sub Total</b>	<b>\$6000</b>
Contracted Services			
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$1,000</b>
In-State Travel			
Out-of-State Travel			
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	<b>\$0</b>
Subgrants or Subcontracts to organizations/agencies/entities			
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$2,790</b>
<ul style="list-style-type: none"> <li>• Telephones/Communications Services</li> <li>• Internet Access</li> <li>• General Office Supplies</li> <li>• Food</li> <li>• Rent/Occupancy</li> <li>• Evaluation (non-contracted &amp; non-personnel expenses)</li> <li>• Utilities</li> <li>• Furniture</li> <li>• Postage</li> <li>• Software (including IT supplies)</li> <li>• Dues/Subscriptions</li> <li>• Advertising</li> <li>• Printing/Copying</li> <li>• Equipment Maintenance</li> <li>• Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)</li> <li>• Insurance</li> <li>• Program Materials</li> <li>• Program Supplies</li> <li>• Scholarships</li> <li>• Program Incentives</li> </ul>			
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	<b>\$0</b>
Equipment \$4,999 or less in value			\$0
<b>Subtotal Direct Program Costs:</b>			<b>\$9,790</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$210</b>
Indirect/Admin Costs		\$	\$210
<b>Total</b>		<b>\$</b>	<b>\$10,000</b>

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

## **SFY21 Budget Narrative**

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

**Personnel Services:** *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

**\*We will not be hiring personnel. The grant will be operated with current County employees.**

**Employee Related Expenses:** *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

**\*We will not be hiring personnel. The grant will be operated with current County employees.**

**Professional and Outside Services:** *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

**We will be contracting a certified instructor for each of the 6 training modules. The instructor that we have contracted in previous trainings had a fee of \$800. We project a possible fee increase which justifies the \$900 fee per module. We will also provide an onsite Spanish language translator for each course. The cost breakdown is the following:**

<b>On site certified training instructor</b>	<b>@ \$900 x 6</b>	<b>\$5400</b>
<b>On site Spanish language training translator</b>	<b>@ \$100 x 6</b>	<b>\$600</b>
		<b>\$6000</b>

**Travel:** *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<https://gao.az.gov/travel/welcome-gao-travel>) for both in-state and out-of-state travel.*

**We project that the instructor will be from instate and most likely from the Phoenix area. The Spanish language translator will be local and will not incur travel costs. The breakdown of the travel expenses for the instructor is as follows:**

<b>Instructor from Phoenix both ways approximately 370 miles @.445 per mile x 6</b>	<b>\$1000</b>
---	---------------

**Aid to Organizations or Individuals:** *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

**Not applicable.**

**Other Operating Expenses:** Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.

**We do not want to charge for the trainings and so we will be providing all of the materials for each module. This includes any required books, paper, writing utensil, or other supplies required to complete the activities during the trainings.**

<b>Program Materials \$300 x 6</b>	<b>\$1800</b>
<b>Program Supplies \$165 x 6</b>	<b>\$990</b>
	<b>\$2790</b>

**Non-Capital Equipment:** For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

**Not applicable.**

**Administrative/Indirect Costs:** Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

*Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.*

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

- Option A - Administrative Costs:** with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

**OR**

- Option B - Federally Approved Indirect Costs:** If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

**\*The indirect cost rate our office received for FY 20/21 from the Arizona Department of Education is 2.1% \$210**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Attachment C - Fiscal Information**

**Funding Sources and Financial Controls**

A. **Funding Sources.** In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization will leverage to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.

Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount
Not applicable		\$0
<b>Total:</b>		\$0

B. **Financial Controls.**

Grantees will be expected to follow generally accepted accounting principles and be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by their agency/organization - across all funding sources.

Describe the financial controls and accountability measures the agency/organization will employ for the use of FTF funding for the proposed program.

All financial actions and reporting will be performed under the direction of and processed through the Santa Cruz County Finance Office. The County Finance Department is responsible for maintaining a fiscally sound organization that conforms to generally accepted accounting and management principles and legal requirements. It will provide centralized financial services and oversight of the funding. This will be accomplished by:

- Establishing and maintaining adequate internal controls to ensure asset protection.
- Ensuring purchases made by the county adhere to state statutes and the county procurement process.
- Maintaining accurate and comprehensive records of all financial transactions.
- Preparing and distributing biweekly payroll and any related federal and state reporting requirements.
- Preparing a Comprehensive Annual Financial Report, the Expenditure Limitation Report, and the Schedule of Expenditures of Grant Awards.
- Processing all invoices for payment.

The SCCSSO will work with the Finance Department in the processing of all financial transactions and adhere to County policy with regard to all purchases and payments.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit A - Overview of First Things First

First Things First is one of the critical partners in creating a family-centered, comprehensive, collaborative and high-quality early childhood system that supports the development, health and early education of all Arizona's children birth to age five. First Things First partners with families and communities to help kids have the positive, nurturing experiences they need to arrive at school ready to succeed.

First Things First is designed to meet the diverse needs of children and families in Arizona communities. The statewide First Things First Board and Regional Partnership Councils in local communities across the state share the responsibility of ensuring that early childhood funds are spent on strategies that will result in improved development, health and education outcomes for young children.

Local Regional Partnership Councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school and set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders and philanthropists.

### First Things First Strategic Direction

First Things First's commitment to young children means more than only funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. The strategic direction approved by the First Things First Board identifies twelve priority system roles to be addressed by First Things First and are the following:

1. **Early Care and Education System Development and Implementation** –comprehensive early care and education system that is aligned both across the spectrum of settings and with the full continuum of the educational system.
2. **Quality Early Care and Education Standards, Curriculum and Assessment** – quality standards for early childhood care and education programs, curricula and assessments.
3. **Quality, Access and Affordability of Regulated Early Care and Education Settings** – increase availability of access to high quality, regulated, culturally responsive, affordable early care and education programs.
4. **Access to Quality Health Care Coverage and Services** – increase access to high quality health care services and affordable health care coverage for children and their families.
5. **Early Screening and Intervention** – increase awareness of and access to a continuum of information, support and services for families and their children who have/are at risk of having developmental, physical and/or mental health issues.
6. **Information and Education for Families** – dissemination of high quality, diverse, and relevant information and education on the importance of the early years, child development, health, early education and related resources for families, providers, partners, and the public.
7. **Supports and Services for Families** – development, enhancement and sustainability of a variety of high quality, culturally responsive and affordable services, supports and community resources for young children and their families.

8. **Professional Development System and Recruitment and Retention of Professionals in the Early Childhood System** – development and enhancement of an early childhood professional development system that addresses availability, accessibility, affordability, quality and articulation; and recruitment, adequate compensation and retention of high quality, culturally diverse early childhood providers.
9. **Early Childhood System Leadership** – high quality, child and family centered, coordinated, integrated and comprehensive early childhood system that includes clearly defined roles and responsibilities.
10. **Coordinated Use of Early Childhood System Data and Evaluation** – define and carry out roles related to collecting, analyzing and reporting data; and utilize data to design, develop, plan and evaluate the early childhood system; and provide leadership in the evaluation of the early childhood system and collaborate with partners to utilize the results to foster continuous improvement of the system.
11. **Building Public Awareness and Support** – increase public awareness of and support for early childhood development, health and early education among partners, public officials, policymakers and the public.
12. **Early Childhood System Funding** – secure, coordinate and advocate for resources required to develop and sustain the early childhood system.

The strategies funded by First Things First work collectively to develop a comprehensive system across the state and regionally to address the priority system roles, specific goals associated with them and system measures of success which are indicators designed to guide and measure progress in building an effective early childhood system in Arizona. Taken collectively, they provide a comprehensive picture of how our state is preparing its youngest children for success in kindergarten and beyond. The First Things First Board and Regional Partnership Councils determine the priority system roles, goals and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

### **Measures of Success**

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, motor and physical.
- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.
- # of Institutes of higher education with degree requirements and pathways aligned with Arizona's Workforce Knowledge and Competencies that support the movement from high school career and technical education program to an Associate Degree and completion of a Bachelor's Degree.
- #/% of early childhood teachers and administrators, separately, with college degree(s) and/or relevant experience.
- # of programs offering professional development across the state to the early childhood workforce that are aligned with Arizona's Workforce Knowledge and Competencies.
- #/% of professionals participating in professional development across the state.
- #/% of children with health coverage.
- #/% of children receiving at least six well child visits within the first 15 months of life.

- #/% of children age 19-35 months who are immunized.
- #/% of children age 5 with untreated tooth decay.
- #/% of children age 9 months to 5 years who received a standardized screening for developmental or behavioral problems.
- % of families who report they are competent and confident about their ability to support their child's safety, health literacy and well-being.

## Scope of Work

### Statement of Need

Early care and education professionals in the Santa Cruz Region lack access to a series of professional development sessions led by credentialed professionals and offered locally. Currently, early care and education professionals in the region have to travel to Tucson or Phoenix to obtain professional development. For those who are monolingual Spanish speakers, professional development opportunities are even scarcer.

By implementing a pilot to offer a series of comprehensive professional development in the region, the regional partnership council intends to demonstrate that there is demand for such classes and demonstrate to other community partners the desire for sustained professional development opportunities for early care and education professionals in the region.

### Description of Strategy

This strategy aims to build the capacity for English and Spanish speaking early care and education professionals to access professional development opportunities in the region. As part of this agreement, the Santa Cruz County School Superintendent's Office will:

- Provide 25 early care and education professionals with six 2 ½- to 3-hour sessions in the region, each offered every other month beginning in August 2020. Each early care and education professionals enrolled in the series will attend at least four of the six sessions offered with the intent and encouragement professionals will attend 100% of sessions. Topics covered will include early childhood education, development and health. All sessions will be taught by a credentialed professional or early care and education expert.
- Ensure that translation services will be available to Spanish speakers using translation equipment arranged by First Things First.
- Use the Arizona Early Childhood Workforce Registry (Registry) to post all sessions and track attendance. Assist program participants with enrolling as a member in the Arizona Early Childhood Workforce Registry. Registry outreach specialists are available to support the Santa Cruz County School Superintendent's Office in creating a Sponsoring Agency account to post all sessions and track attendance as well as support professionals in creating their own account as a member of the Registry.
- At the beginning and following the completion of the six-session series, a pre-post knowledge survey will be developed by the Santa Cruz County School Superintendent's

Office in cooperation with First Things First staff. In addition, a satisfaction survey will also be given to participants after each session.

- Develop a written report by June 30, 2021, summarizing the results of the survey and the professional development series. The results and summary will be shared with the Santa Cruz County School Superintendent's Office, the First Things First Regional Partnership Council and members of the Santa Cruz Birth to Five Partners coalition so that partner support in sustaining the long-term funding of such professional development efforts in the region may be achieved. The report must be approved by First Things First prior to distribution or payment.

#### *Coordination and Collaboration*

The Santa Cruz County School Superintendent's Office will collaborate with members of the Santa Cruz Birth to Five Partners coalition in recruiting participants for six-session series. The grantee will also disseminate a written report to the coalition describing both the characteristics of the attendees and their satisfaction with the offered content.

#### **Applicable Priority System Roles and Goals**

Grant partners implementing this strategy will work collectively with First Things First to address the priority system roles and goals below:

#### **Priority System Roles**

1. **Professional Development System and Recruitment and Retention of Professionals in the Early Childhood System** – development and enhancement of an early childhood professional development system that addresses availability, accessibility, affordability, quality and articulation; and recruitment, adequate compensation and retention of high quality, culturally diverse early childhood providers.

#### **Goals**

- To implement, align, and continuously improve Arizona's professional development system that supports the education, recruitment and retention of early childhood professionals.

#### **Applicable Measures of Success**

Grant partners implementing this strategy will work collectively with First Things First to address the measures of success below:

- #/% of professionals participating in professional development across the state.

#### **FTF Data Requirements**

A draft work plan will be developed by August 31, 2020 for review, revision and approval by First Things First, describing the content of the six classes, proposed professional development schedule, topics and teachers, including their credentials and expertise. The work plan will also identify activities related to outreach and recruitment of early childhood professionals to participate in the professional development series. Sessions offered will be made available

through the Registry. The Registry will also track attendance for each session. At the beginning and following the completion of the six-session series, a pre-post knowledge survey will be developed by the Santa Cruz County School Superintendent's Office in cooperation with First Things First staff. A satisfaction survey will also be given to participants after each session. Data from surveys will be compiled and presented as part of the quarterly progress updates to the Santa Cruz Regional Partnership Council.

In addition to the draft work plan, quarterly progress updates will be submitted to the Santa Cruz Regional Partnership Council, utilizing the following timeline:

- Quarter One (July, August, September) due October 20, 2020;
- Quarter Two (October, November, December) due January 2021;
- Quarter Three (January, February, March) due April 20, 2021 and
- Quarter Four will consist of a final year-end report that will include the last quarter progress (April, May June) as well as a summary of progress, activities, challenges representing the full state fiscal year. This will include describing the professional development delivered including content, attendance and attendee satisfaction. The year-end report will be developed by June 30, 2021 and presented to First Things First and the First Things First Santa Cruz Regional Partnership Council.

# Data Security, Submission and Suppression Guidelines and Requirements for Collaborators

## Background

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Submission and reporting of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

## Scope

This Data Security, Submission and Suppression Guidelines and Requirements for Collaborators pertains to data collected by or shared with a grantee, governmental entity, or vendor (“collaborator”) while assisting with an FTF needs and assets report, conducting an FTF-funded program or service, or performing research services on behalf of FTF.

## Data Security Policy

Collaborators must ensure that the data is maintained in a secure manner. Collaborator data is likely to contain highly sensitive information on individuals, their education and their health. Therefore, all collaborators must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction. FTF has the right to review and request changes to a collaborator’s policy. All collaborators subject to HIPAA, FERPA, tribal law, or other data regulation are required to comply with those laws.

## Data Classification

FTF classifies data by three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

**Public data** is data that is readily available in the public sphere, such as websites, publications, or other widely used sources. Public data includes both data published by FTF (e.g., needs and assets reports and impact reports) and data that has been officially released by an organization and is able to be located and verified by any interested party utilizing the complete citation (e.g., census data). Public data also includes aggregated data, except where the aggregated data constitutes limited distribution data.

**Limited distribution data** is aggregated data that does not identify individuals, but which may be of sufficiently small cell size that its dissemination poses a reasonable risk to the anonymity of any individual. Limited distribution data may be subject to HIPAA, FERPA, tribal law, or other data regulation.

**Confidential data** is non-public data that identifies individuals or is governed by agreements or laws that limit its viewing, analysis, or dissemination. Confidential data may also include confidential business information. Confidential data may be subject to HIPAA, FERPA, tribal law, or other data regulation.

## Data Submission to FTF

FTF wants to ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for collaborators. All collaborators will regularly submit reports as identified in their contract with FTF.

### Collaborators Conducting an FTF-Funded Program or Service

Collaborators may submit **public data** and **limited distribution data** to FTF through the FTF Partner Grant Management System (PGMS). Subsequent to the award of a contract, FTF will provide the collaborator with general training on login and navigation within PGMS. With this login, the collaborator will be able to manage its contract information. FTF will also provide additional training on strategy-specific data submission requirements. Because PGMS is located in a secure extranet environment, collaborators using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and strategy-specific data submission orientations (password and login security, guidelines for upload of narrative and other reports).

Collaborators submitting **public data**, **limited distribution data** and/or **confidential data** may submit their data, with an agreement between the collaborator and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Collaborators that submit data through the secure web service must submit data within the established data structures and format, follow all login procedures, submit a formal data change request form if needed, and ensure that confidential data may not be intercepted or viewed at any time by parties other than the collaborator and FTF. Additionally, collaborators must ensure that throughout the reporting and submission process that the data is secured and that any confidential data is encrypted and/or de-identified.

### Collaborators Assisting with a Needs and Assets Report or Performing Research Services on Behalf of FTF

Collaborators usually submit their data to FTF through an established secure web service or FTP (File Transfer Protocol) site. Collaborators must follow the more specific data submission requirements in their contracts with FTF. To the extent a contract does not provide more specific submission requirements, collaborators must seek and receive approval of their data submission method from FTF.

### All Collaborators

All collaborators must be prepared for FTF review of client-level data (e.g., child-level, professional-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data. Collaborators agree to allow FTF to access such data. Should

the data be subject to HIPAA, collaborators agree to enter into FTF's HIPAA Business Associate or Data Use Agreement as appropriate.

## Beneficiary Permission for FTF Review

When a collaborator plans to obtain first-hand data from an individual, such as when conducting a program, providing a service, or conducting in-person research, the collaborator must inform the individual of FTF's reporting requirements. For instance, if the collaborator uses an enrollment form, the form should include the following statement: "I grant permission to [collaborator's name] to release my background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First, which is funding this program or service." The collaborator warrants to FTF that prior to entering into the Agreement for FTF funding it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

## Data Suppression Guidelines for Publications

**Confidential and limited distribution data** must not appear in publications. When a publication includes aggregate data, any limited distributed data must be suppressed. The statistical cutoff procedures help ensure that aggregated data does not put at risk the anonymity of any individual. FTF's intent is to avoid the possibility of inadvertently reporting personally identifiable information.

For data related to social service and early education programming, limited distribution data refers to counts of fewer than ten, excluding counts of zero (i.e., all counts of one through nine). Examples of social service and early education programming include the number of children served in TANF, AzMerit scores, and the number of children served with an IEP.

For data related to health or developmental delay, limited distribution data refers to counts of fewer than six, excluding counts of zero (i.e., all counts of one through five). Examples of health or developmental delay include the number of children without health insurance and the number of newborns admitted to an ICU.

## Third-Party Sharing

Collaborators must not share collected data with individuals or parties other than FTF or the collaborator's contractor approved by FTF (see Collaborator Contractors section) or use the collected data for a non-FTF purpose without the prior written consent of FTF, except as follows. A collaborator that is an affiliate of an evidence-based model may share data with the organization that oversees the model as required by that organization. A collaborator providing a program or service under a grant from an entity other than FTF, such as the federal government, may share data with the other funding entity directly tied to that funding grant. Notwithstanding the foregoing, no data collected from tribal lands may be shared or used with any third-party without the appropriate tribal approvals and no data may be shared or used in violation of law.

## Collaborator Contractors

All collaborators must contractually require any contractor used by them to assist with the collection, maintenance, submission, analysis or publication of data to comply with these Data Security, Submission and Suppression Guidelines and Requirements for Collaborators. In addition, collaborators must obtain advance written approval from FTF before using a contractor for any of these purposes.

## Tribal Data

FTF recognizes Arizona tribes as sovereign nations that have the right to regulate research and data collection on their tribal lands. To this end, FTF is committed to obtaining all appropriate tribal approvals for data collection, analysis and reporting. Accordingly, collaborators must only collect, use and share data from tribal land with appropriate tribal approvals, which approval may require participation in cultural education and community orientation classes, and in accordance, as applicable, with FTF's Tribal Data Policy.

In the case of collaborators conducting an FTF-funded program or service, collaborators are responsible for obtaining the appropriate tribal approvals unless FTF notifies a collaborator in writing that FTF has already obtained the approvals. FTF Regional Directors and Tribal Affairs staff can provide support to collaborators in identifying and navigating each tribe's process and protocols.

In the case of collaborators assisting with a needs and assets report or performing research services on behalf of FTF, FTF staff will take the lead in securing appropriate tribal approvals for data collection. Collaborators need to assist FTF in this process as requested by FTF, which includes providing information and documentation requested by a tribe. Collaborators must not begin collecting data before necessary tribal approvals are obtained.

## Compliance

The collaborator acknowledges that failure to comply with any requirement of these Data Security, Submission and Suppression Guidelines and Requirements for Collaborators constitutes a material breach of the Agreement.

FTF's own Data Security Policy & Procedures and Tribal Data Policy may be viewed on the FTF website at <http://www.firstthingsfirst.org/grants/grantee-resources>.

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## Interoffice Memorandum

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**TO:** Board of Supervisors

**FROM:** School Superintendent, Alfredo I. Velásquez

**SUBJECT:** Memorandum of Agreement to Enable the Santa Cruz County School Superintendent's Office to Receive Funding from Arizona Minerals Inc. to Support the Elementary Robotics Afterschool Program for the 2020/2021 School Year for an amount of \$48,300.

**DATE:** June 8, 2020

**CC:** Jennifer St. John, County Manager

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**Recommendation:**

Approve the Memorandum of Agreement to Enable the Santa Cruz County School Superintendent's Office to Receive Funding from Arizona Minerals Inc. to Support the Elementary Robotics Afterschool Program for the 2020/2021 School Year for an amount of \$48,300.

**Background:**

The Elementary Robotics Afterschool Program is an afterschool program for elementary school students grades 3-5 to promote Science Technology Engineering and Math ("STEM") careers. The participating sites are: A.J. Mitchell Elementary School, Bracker Elementary School, Lincoln Elementary School, Mary Welty Elementary School, Challenger Elementary School, Fo. Vasquez de Coronado Elementary School, Patagonia Elementary School, Sonoita Elementary School District, Santa Cruz Elementary School District, San Cayetano Elementary School, Calabasas School, Mountain View Elementary School, Lourdes Catholic School.

Over the course of forty-two (42) program hours, a minimum of twenty (25) students will learn and apply theory of the functioning of a robot, understand the mechanics of the assembly process, and the function of electronic cards. Total funding from Arizona Minerals Inc. for the 2020-2021 fiscal year is forty-eight thousand, three-hundred dollars (\$48,300) and will go toward payment of the instructors directed by the Santa Cruz County School Superintendent's Office. Arizona Minerals Inc. is part of South 32 which is a global resources company, producing products that are used in nearly every aspect of our daily lives and understands the important of working with local communities.

**Financial Implications:**

During the FY 20/21 the Santa Cruz County School Superintendent's Office will receive \$48,300 from Arizona Minerals AMI to operate project.

**Proposed Motion:**

"Mr. Chairman I move to approve the Memorandum of Agreement to Enable the Santa Cruz County School Superintendent's Office to Receive Funding from Arizona Minerals Inc. to Support the Elementary Robotics Afterschool Program for the 2020/2021 School Year for an amount of \$48,300."

**SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT**

**2150 N. Congress Drive, Suite 107**

**Nogales, Arizona 85621**

**Tel: 520-375-7940**

**Fax: 520-375-7941**

**ALFREDO I. VELÁSQUEZ  
SCHOOL SUPERINTENDENT**



***"Education must not simply teach work - it must teach life."***

**Memorandum of Agreement to Enable the Santa Cruz County School Superintendent's Office to Receive Funding from Arizona Minerals Inc. to Support the Elementary Robotics Afterschool Program for the 2020/2021 School Year**

**1. Names**

This Memorandum of Agreement ("Agreement") is by and between the Santa Cruz County School Superintendent's Office (the "SCCSSO") and Arizona Minerals Inc. ("AMI").

**2. Purpose**

The purpose of this Agreement is to allow the SCCSSO to receive funding from AMI to support the Elementary Robotics Afterschool Program for the 2020/2021 school year. The Elementary Robotics Afterschool Program is an afterschool program for elementary school students in grades 3-5 that promotes Science Technology Engineering and Math ("STEM") careers. The participating program sites are:

A.J. Mitchell Elementary School  
Bracker Elementary School  
Lincoln Elementary School  
Mary Welty Elementary School  
Challenger Elementary School  
Francisco Vasquez de Coronado Elementary School  
Patagonia Elementary School  
Sonoita Elementary School District  
Santa Cruz Elementary School District  
San Cayetano Elementary School  
Calabasas School  
Mountain View Elementary School  
Lourdes Catholic School

Over the course of forty-two (42) program hours, a minimum of twenty (25) students will learn and apply theory of the functioning of a robot, understand the mechanics of the assembly process, and the function of electronic cards. The funding will also include support for an onsite director. Total funding from AMI for the 2020-2021 fiscal year is Forty Eight Thousand, Three Hundred Dollars (\$48,300) and is more specifically detailed in the budget attached hereto as Exhibit A. The Elementary Robotics Afterschool Program will be operated by the SCCSSO.

**3. Reporting**

The SCCSSO will be responsible for evaluation and reporting requirements of the Elementary Robotics Afterschool Program, including providing AMI with any reasonably requested information regarding the expenditures.

**4. Funding**

AMI agrees to provide the SCCSSO with a payment of Forty-Eight Thousand Three-Hundred Dollars (\$48,300.00) on or before \_\_\_\_\_, 2020 to support the Elementary Robotics Afterschool Program as outlined above and in the attached budget in Exhibit A. In the event the Elementary Robotics Afterschool Program does not have a minimum of twenty-five (25) students enrolled or is otherwise unable to implement or continue with the Elementary Robotics Afterschool Program as outlined above or as otherwise agreed upon in writing by the parties, the SCCSSO shall immediately return or refund any remaining funds to AMI. The SCCSSO expressly agrees and acknowledges that is not authorized to use, and is prohibited from using, the funding provided by AMI for any other purpose without AMI's prior express written permission.

**5. Anti-corruption Compliance**

For the purpose of this Agreement, capitalized terms have the meanings set forth below:

“Anti-corruption Laws” means any anti-bribery and anti-corruption Laws that are applicable to Donee or the Agreement.

“Bribe” or “Bribed” means any offer of, payment of, or request for, any monetary or other thing of value to influence a Government Official or any other person to act improperly in performing his/her duties, including the giving of a facilitation payment, which is a payment or gift, even if small, given to a Government Official to speed up his/her performance of a routine and non-discretionary service.

“Government Official” includes any: (a) officer, employee or agent of a government or public international organization or any department or agency thereof or any government-owned or controlled entity (including state owned or controlled enterprises); (b) political party or party official, or political office candidate; and (c) person acting on behalf of such government or public international organization, or any agency, department, or instrumentality thereof.

The SCCSSO represents, warrants and undertakes:

- (a) that it, and all its employees, will comply with Anti-corruption Laws;
- (b) that neither the SCCSSO nor any of its employees, directly or indirectly, has given or received, or will give or receive, Bribes to a Government Official; and
- (c) that it will notify AMI promptly upon becoming aware of any actual or potential breach of this Section 5.

**6. Duration**

This Agreement will become effective upon the signatures of all authorized signatories of the parties and shall terminate on June 30, 2021.

**[Signature page follows.]**

**For:**

Arizona Minerals Inc.  
2210 E. Fort Lowell Road  
Tucson, Arizona 85719

By:

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Pat Risner, President

Date:

**For:**

Santa Cruz County Board of Supervisors  
2150 N. Congress Dr.  
Nogales, AZ 85621

By:

---

**June 16, 2020**

Bruce Bracker, Chairman

Date:

**For:**

Santa Cruz County School Superintendent's Office  
2150 N. Congress Dr., Ste 107  
Nogales, AZ 85621

By:

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Alfredo I. Velásquez, Santa Cruz County School Superintendent

Date:

**EXHIBIT A**

**Elementary Robotic Program  
Budget  
For the Period July 1, 2020 to June 30, 2021**

**Note:**

- Program will operate during the 20/21 school year.
- Participants are required to receive a minimum of 42 hours of programming plus attend programmed events such as training.

<b>Elementary Robotic Program School Year 20/21 Budget Budget (13 sites/full year)</b>				
	<b>Description</b>	<b>Amount</b>	<b>Total</b>	
<b>1</b>	<b>Personnel</b>			
	One Site Director/Instructor (13 sites/full year)	<b>\$39,000.00</b>		
	Instructor will lead the school’s Elementary Robotic Program.:  <ul style="list-style-type: none"> <li>• Initial training and set up</li> <li>• Program activities with participants (42 Hrs)</li> <li>• Activity Reporting</li> <li>• Program planning, and follow-up</li> </ul>			
	<b>Total Personnel</b>			<b>\$39,000.00</b>
<b>2</b>	<b>Employee Benefits</b>			
	• Director	<b>\$5,800</b>		
	<b>Total Employee Benefits</b>		<b>\$5,800</b>	
<b>3</b>	<b>Spring Robotics Competition:</b>			
	<ul style="list-style-type: none"> <li>• Certificates</li> <li>• Trophies</li> <li>• Banners</li> <li>• Light snacks and water</li> <li>• T-shirts for contestants and staff</li> <li>• Consulting fees</li> </ul>		<b>\$3,500.00</b>	
	<b>Total Project Budget</b>		<b>\$48,300.00</b>	

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## Interoffice Memorandum

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**TO:** Board of Supervisors

**FROM:** School Superintendent, Alfredo I. Velásquez

**SUBJECT:** Memorandum of Agreement to enable the Santa Cruz County School Superintendent's Office to receive funding from Arizona Minerals Inc. to support the Technolochicas LiFT Program for the 2020/2021 School Year for \$74,300.

**DATE:** June 8, 2020

**CC:** Jennifer St. John, County Manager

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**Recommendation:**

Approve the Memorandum of Agreement to enable the Santa Cruz County School Superintendent's Office to receive funding from Arizona Minerals Inc. to support the Technolochicas LiFT Program for the 2020/2021 School Year for \$74,300.

**Background:**

The TECHNOLOchicas LiFT project is designed to increase the number of middle school girls pursuing technology-related studies by the time they reach high school. For this initiative, The Santa Cruz County School Superintendent's Office in partnership with the Nogales Unified School District #1, Santa Cruz Valley Unified School District #35, Santa Cruz Elementary School District #28, Patagonia Elementary School District #6, and Lourdes Catholic School will excite, encourage, and engage girls in technology-related subjects and fields. Starting in August, the initiative will be a computer science education and awareness program for 175 middle school girls in Santa Cruz County. Along with 60 hours of instruction, the students will have a magna event and a parents' night.

TECHNOLOchicas is a campaign that is a collaborative project of the National Center for Women & IT (NCWIT) and Televisa Foundation designed to raise awareness among young Latinas and their families about opportunities and careers in technology. Arizona Minerals Inc. is part of South 32 which is a global resources company, producing products that are used in nearly every aspect of our daily lives and understands the important of working with local communities.

**Financial Implications:**

During the FY 20/21 the Santa Cruz County School Superintendent's Office will receive \$74,300 from AMI to operate project.

**Proposed Motion:**

"Mr. Chairman I move to approve the Memorandum of Agreement to enable the Santa Cruz County School Superintendent's Office to receive funding from Arizona Minerals Inc. to support the Technolochicas LiFT Program for the 2020/2021 School Year for \$74,300."

**SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT**

**2150 N. Congress Drive, Suite 107**

**Nogales, Arizona 85621**

**Tel: 520-375-7940**

**Fax: 520-375-7941**

**ALFREDO I. VELÁSQUEZ  
SCHOOL SUPERINTENDENT**



***"Education must not simply teach work - it must teach life."***

**Memorandum of Agreement to enable the Santa Cruz County School Superintendent's Office to receive funding from Arizona Minerals Inc. to support the Technolochicas LiFT Program for the 2020/2021 School Year**

**1. Names**

This Memorandum of Agreement ("Agreement") is by and between the Santa Cruz County School Superintendent's Office (the "SCCSSO") and Arizona Minerals Inc. ("AMI").

**2. Purpose**

The purpose of this Agreement is to allow the SCCSSO to receive and to agree upon the terms of the funding from AMI to support the Technolochicas LiFT Program and within participating school district sites for the 2020/2021 school year. The Technolochicas LiFT Program is an afterschool program for middle school girls ages 11-14 to promote Science Technology Engineering and Math ("STEM") careers and seeks to increase the number of middle school girls pursuing technology-related studies by the time they reach high school. The participating district sites are:

Desert Shadows Middle School  
Wade Carpenter Middle School  
Patagonia Elementary School District  
Calabasas School  
Coatimundi Middle School  
Santa Cruz Elementary School District  
Lourdes Catholic School

The Technolochicas LiFT Program will be operated through the SCCSSO. Over the course of sixty (60) program hours, a minimum of twenty (20) girls will learn computer science through in-person workshops and activities and at the same time learn about women leaders in the various STEM industries. The funding will also include support for personnel (an onsite director/instructor and an assistant), supplies, signage, a fall field trip, a Technolochicas LiFT Spring conference, two parent's night events, and a coordinator to oversee the entire project. Total funding for the 2020-2021 fiscal year is seventy-four thousand, three hundred dollars (\$74,300) and is more specifically detailed in the budget attached hereto as Exhibit A.

**3. Reporting**

The SCCSSO will be responsible for evaluation and any reporting requirements for the Technolochicas LiFT Program, including providing AMI with any reasonably requested information regarding the expenditures.

**4. Funding**

AMI agrees to provide the SCCSSO with a payment of seventy-four thousand, three hundred dollars (\$74,300) by \_\_\_\_\_, 2020 to support the Technolochicas LiFT Program as outlined above and in the attached budget in Exhibit A. In the event the LiFT Program does not have a minimum of twenty (20) girls enrolled or is otherwise unable to implement or continue with the Technolochicas LiFT Program as outlined above or as otherwise agreed upon in writing by the parties, the SCCSSO shall immediately return or refund any remaining funds to AMI. The SCCSSO expressly agrees and acknowledges that is not authorized and is prohibited from using the funding provided by AMI for any other purpose without AMI's express written permission.

#### **5. Anti-corruption Compliance**

For the purpose of this Agreement, capitalized terms have the meanings set forth below:

“Anti-corruption Laws” means any anti-bribery and anti-corruption Laws that are applicable to Donee or the Agreement.

“Bribe” or “Bribed” means any offer of, payment of, or request for, any monetary or other thing of value to influence a Government Official or any other person to act improperly in performing his/her duties, including the giving of a facilitation payment, which is a payment or gift, even if small, given to a Government Official to speed up his/her performance of a routine and non-discretionary service.

“Government Official” includes any: (a) officer, employee or agent of a government or public international organization or any department or agency thereof or any government-owned or controlled entity (including state owned or controlled enterprises); (b) political party or party official, or political office candidate; and (c) person acting on behalf of such government or public international organization, or any agency, department, or instrumentality thereof.

The SCCSO represents, warrants and undertakes:

- (a) that it, and all its employees, will comply with Anti-corruption Laws;
- (b) that neither the SCCSO nor any of its employees, directly or indirectly, has given or received, or will give or receive, Bribes to a Government Official; and
- (c) that it will notify AMI promptly upon becoming aware of any actual or potential breach of this Section 5.

#### **6. Duration**

This Agreement will become effective upon signature of all parties and shall terminate on June 30, 2021.

**[Signature page follows.]**

**For:**

Arizona Minerals Inc.

2210 E. Fort Lowell Road

Tucson, Arizona 85719

By:

---

Pat Risner, President

Date:

**For:**

Santa Cruz County Board of Supervisors

2150 N. Congress Dr.

Nogales, AZ 85621

By:

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**June 16, 2020**

Bruce Bracker, Chairman

Date:

**For:**

Santa Cruz County School Superintendent's Office

2150 N. Congress Dr., Ste 107

Nogales, AZ 85621

By:

---

Alfredo I. Velásquez, Santa Cruz County School Superintendent

Date:

**EXHIBIT A**

**TECHNOLOchicas LiFT Program  
Budget  
For the Period July 1, 2020 to June 30, 2021**

**Note:**

- Program will operate during the 20/21 school year.
- Participants are required to receive a minimum of 60 hours of programming plus attend programmed events such as training, TechnoChicas events, and end of semester ceremonies.

<b>TECHNOLOchicas LiFT Program School Year 20/21 Budget Budget (7 sites/full year)</b>		
<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>1 Personnel</b>		
One Site Instructor (7 sites/full year)	<b>\$2,300.00 each instructor per semester</b>	<b>\$32,200.00</b>
Instructor will lead the school's TECHNOLOchicas LiFT Program.: <ul style="list-style-type: none"> <li>• Initial training and set up</li> <li>• Program activities with participants (60 Hrs)</li> <li>• TECHNOLOchicas 2.0 Event and Event support</li> <li>• Activity Reporting</li> <li>• Program planning, and follow-up</li> </ul>		
One assistant (Stipend \$600 each) (8 sites/full year)	<b>\$550 each assistant per semester</b>	<b>\$7,700.00</b>
<ul style="list-style-type: none"> <li>• Assistants will help lead teacher during student trainings and supervise/chaperon during events</li> </ul>		
<b>Total Personnel</b>		<b>\$39,900.00</b>
<b>2 Employee Benefits</b>		
<ul style="list-style-type: none"> <li>• Director and assistant</li> </ul>		<b>\$8,400.00</b>
<b>Total Employee Benefits</b>		
<b>3 Supplies/Misc</b>		
<ul style="list-style-type: none"> <li>• Instructional supplies consumable. (8 sites/full year)</li> <li>• Parents' night supplies</li> </ul>	<b>\$500 per school per semester</b>	<b>\$7,000.00</b>
<b>Total Supplies</b>		

**TECHNOLOchicas LiFT Program School Year 20/21 Budget**  
**Budget (7 sites/full year)**  
**Cont.**

<b>1</b>	<b>Fall Field Trip:</b>		
	<ul style="list-style-type: none"> <li>• Transportation</li> <li>• Entrance fees</li> <li>• Lunch</li> </ul>		
			<b>\$4,000.00</b>
<b>2</b>	<b>Technolochicas Event (Event in Tucson/ March 2021/Students):</b>		
	<ul style="list-style-type: none"> <li>• Airfare 4 Technolochicas and coordinator</li> <li>• Hotel 2 nights Technolochicas and coordinator</li> <li>• Transportation during event</li> <li>• Per Diem Technolochicas and coordinator</li> <li>• Workshop supplies (10 workshops total)</li> </ul>		
	<b>Total Event</b>		<b>\$15,000</b>
<b>Total Project Budget (5 sites, Events and Supplies)</b>			<b>\$74,300.00</b>

# ARIZONA SUPERIOR COURT SANTA CRUZ COUNTY

**Thomas Fink**  
Presiding Judge of Superior Court  
Division I



**Anna M. Montoya-Paez**  
Judge of Superior Court  
Division II

**Denneen Peterson**  
ProTempore Judge

**Diane L. Culin**  
Court Administrator

## Memorandum

**To:** Board of Supervisors – Meeting Agenda Item

**From:** The Honorable Thomas L. Fink

**Through:** Jennifer St. John, County Manager  
Sonia Jones, Human Resources  
Tara Hampton, Clerk of the Board

**Date:** June 9, 2020

---

**Subject:** The position of Superior Court Administrator.

**Recommendation:** Approve the Court to fill the position of Superior Court Administrator with a start date of July 6, 2020. This is a County Funded position.

**Background:** The Superior Court Administrator is selected and appointed by the Presiding Superior Court Judge, the Honorable Thomas Fink. The candidate, Mr. Tivo Romero has been cross-training with the existing Court Administrator Diane Culin who plans to retire effective July 4, 2020.

This position is an Essential Function Position in the Courts and for that reason, I ask the Board to waive the hiring freeze and the expectation to keep the position vacant for 3-6 months.

**Proposed Motion:** *Mr. Chairman, I move that the Board approve the Court to appoint Mr. Primitivo Romero to fill the position of Superior Court Administrator effective July 6, 2020.*

**Attachments:** A Staffing Request is attached.

# Santa Cruz County

## Department Staffing Request

Department \_\_\_\_\_

Date needed \_\_\_\_\_

The position requested is (check whichever applies)

to fill a vacancy created by

a new position

Position Title \_\_\_\_\_

Source of Funding \_\_\_\_\_

Position is

Temporary Full Time

Temporary Part-Time

Permanent Full Time

Permanent Part-Time

Benefits (if grant Funded)?

Yes

No

Is new job description required?

Yes

No

Do Not Post at this time

Post Internally Immediately after Board approval

Post Internally & Externally simultaneously

### **Personnel Review**

Salary Range \_\_\_\_\_

Entry Level Salary \_\_\_\_\_

Budgeted Position  Yes  No

Personnel Signature \_\_\_\_\_

*Sonia J. Jones*

### **Board of Supervisor's Action:**

Agenda Date: \_\_\_\_\_

Approved

Not Approved

In-house Advertising Dates: \_\_\_\_\_

Media Advertising dates: \_\_\_\_\_



## Santa Cruz County

### Administrative Services

**TO:** Honorable Chairman and Members of the Board of Supervisors

**FROM:** Mauricio A. Chavez  
Administrative Services Director

**Cc:** Jennifer St. John  
County Manager

**DATE:** June 16, 2020

**SUBJECT:** Discussion/possible action to approve a service rental agreement with Prudential Overall Supply to provide uniform garments for the maintenance department and mats for numerous County buildings.

**STAFF RECOMMENDATION:**

Staff recommends approval of the service rental agreement with Prudential Overall Supply to provide uniform garments for the maintenance department and mats for numerous County buildings.

**BACKGROUND:**

The service rental agreement with Prudential Overall Supply expired and this agreement provides a twelve (12) month extension.

**FINANCIAL IMPLICATIONS:**

The amount is budgeted from the General Fund, Maintenance Department.

**PROPOSED MOTION:**

Move to approve the service rental agreement with Prudential Overall Supply to provide uniform garments for the maintenance department and mats for numerous County buildings.



**SERVICE RENTAL AGREEMENT**

PRUDENTIAL OVERALL SUPPLY ("PRUDENTIAL") agrees to furnish, clean, pick-up and deliver the following merchandise and CUSTOMER agrees to rent all merchandise listed below for the initial account installation and any additional merchandise ordered from PRUDENTIAL. CUSTOMER agrees to a service minimum based on the initial account installation. Prices will vary for other than weekly service.

Wearing Apparel					Other Merchandise				
Item	Rental Rate	Inventory Per Wearer	Total Wearers or Items	Replacement Value	Item	Frequency	Unit Rate	Total Inventory	Replacement Value
<b>See Addendum A</b>									

**FIRST DELIVERY DATE:** Service Rental Agreement is effective the date signed by both parties. The term of Agreement is based on the installation date of each served location.

**GENERAL PURPOSE MERCHANDISE:** Merchandise rented by PRUDENTIAL is for general purpose only and is not for use in areas of flammability risk or where contact with toxic or hazardous materials is possible. If requested, CUSTOMER agrees to furnish Safety Data Sheets (SDS) to comply with all applicable laws. Merchandise rented by Prudential is also not considered ANSI/ISEA 107-1999 compliant.

**TERMS:** Upon approval of CUSTOMER'S credit, payment is due net 30 days from Invoice date or upon receipt of monthly statement. All prices reflect credit for time off due to CUSTOMER / employee vacation, holiday or sickness.

**REPLACEMENT:** In the event of damage to wearing apparel by CUSTOMER, reasonable wear accepted, CUSTOMER will pay PRUDENTIAL'S replacement value unless CUSTOMER elects Budget Protection Program. CUSTOMER will pay PRUDENTIAL'S current replacement value for lost merchandise. In the event of damage to other merchandise or equipment by CUSTOMER, CUSTOMER will pay 75% of PRUDENTIAL'S current replacement value. Budget Protection Program is a per piece rate that covers all damage related charges except gross misuse.

**RIGHT OF CANCELLATION:** Because it would be otherwise difficult or impractical to fix the exact amount of damage to PRUDENTIAL, in the event CUSTOMER cancels or breaches this agreement for any reason, CUSTOMER will pay to PRUDENTIAL 50% of the average weekly dollar volume for the un-expired term based on the thirteen week period preceding cancellation. CUSTOMER will also pay unpaid invoices for prior services rendered and any lost or damage charges.

**TERM OF AGREEMENT:** In consideration of the substantial investment by PRUDENTIAL in merchandise and equipment to provide service to CUSTOMER, this agreement shall continue for ~~eighty-four (84) months~~ **TWELVE (12) MONTHS R-R** from the first delivery date specified above and shall automatically renew for subsequent periods of the same length as the initial term, provided it is not terminated by either party by written notice to the other at least ninety (90) days prior to the expiration of the initial term or any renewal term. In the event of increased costs, PRUDENTIAL may, after each anniversary date of this agreement, increase its rates by the amount of the increase in the Consumer Price Index – all areas for the previous twelve months, or six and nine-tenths percent.

**GENERAL:** CUSTOMER shall pay all costs of collection and attorney's fees. PRUDENTIAL will not be liable for consequential damages resulting from its inability to perform its obligations under this agreement. CUSTOMER agrees to defend and indemnify PRUDENTIAL from any claims associated with the use of the merchandise, including any claims allegedly arising from defective merchandise. CUSTOMER agrees to pay a nonrefundable preparation fee for each garment placed in service after the original thirty (30) days installation. CUSTOMER also agrees to pay for any lettering that is requested, the environmental fee, a delivery charge, any inventory maintenance charge, sales and use taxes, or other similar standard recurring charges. Should CUSTOMER'S business identified below be sold or transferred in any way, this agreement shall remain in full force and effect and shall bind both the CUSTOMER and the purchaser. This Agreement is not binding on PRUDENTIAL until executed by the General Manager of PRUDENTIAL'S facility that will provide service to Customer.

CUSTOMER warrants that it is not contractually obligated for any of the services represented under this agreement to any other person or concern.

**PRUDENTIAL OVERALL SUPPLY**  
 By (Signature): [Signature]  
 Printed Name: MIKE ROMO  
 Title: CSR  
 Date: 4/28/2020

**Santa Cruz County - Facilities**  
 Customer's Business Legal Name  
 By (Signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Its Duly Authorized: \_\_\_\_\_  
 Title  
 Address: 2150 N Congress Dr.  
 City/State/Zip: Nogales AZ 85621  
 Phone: (520)375-7820

For office use only:  
**General Manager Approval**  
 \_\_\_\_\_



**Addendum "A"**  
**Price Structure**  
**For**  
**Santa Cruz County - Facilities**

**GARMENTS**

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
Denim Shirt	78-33-13	\$0.32	\$26.23
Wrangler Classic Fit Jean	75-83-13-5Z	\$0.34	\$31.54
Twill Coveralls	40-44-44	\$0.55	\$36.61
Slash Pocket Jacket	58-48-44	\$1.29	\$39.35
Garment Maintenance Program GMP/MMP	GMP-CL1	\$0.042	\$0.00

**FACILITY SERVICES/TOWELING/FLATGOODS**

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
3 x 4 Appearance Mat	903x	\$1.50	\$54.10
3 x 5 Scraper Mat	9238	\$2.50	\$64.46
4 X 6 Appearance Mat	904x	\$2.40	\$82.88
3 x 10 Appearance Mat	907x	\$3.00	\$108.20
Single Roll Toilet Tissue	9913	\$44.00	\$0.00
Instant Foam Sanitizer	9937CS	\$63.00	\$0.00

Prudential Overall Supply

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
 \_\_\_\_\_  
 MIKE ROMO  
 \_\_\_\_\_  
 CSR  
 \_\_\_\_\_  
 4/28/2020  
 \_\_\_\_\_

Santa Cruz County - Facilities

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CLEAN GREEN**  
 TRSA CERTIFIED



**Santa Cruz County**  
Administrative Services

**TO:** Honorable Chairman and Members of the Board of Supervisors

**FROM:** Mauricio A. Chavez  
Administrative Services Director

**Cc:** Jennifer St. John, County Manager  
George Silva, County Attorney

**DATE:** June 16, 2020

**SUBJECT:** Discussion/possible action to approve the modified Grant Agreement #HT-19-2931 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) increasing the award by \$6,500.

**STAFF RECOMMENDATION:**

Staff recommends approval of the modified Grant Agreement #HT-19-2931 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) increasing the award by \$6,500.

**BACKGROUND:**

The Santa Cruz County Attorney's office requested additional funds from the grantor to pay for cell phone expenditures. The grantor approved the request and allocated an additional \$6,500 to Grant Agreement #HT-19-2931 for communication services.

**FINANCIAL IMPLICATIONS:**

Budgeted through the grant

**PROPOSED MOTION:**

Move to approve the modified Grant Agreement #HT-19-2931 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) increasing the award by \$6,500.

TASK FORCE NAME: SCC HIDTA Investigative Task Force  
 GRANT #: HT-19-2931

AGENCY: \_\_\_\_\_  
 JOURNAL ID: \_\_\_\_\_

	CURRENT AWARD	AMOUNT DECREASED	AMOUNT INCREASED	MODIFIED AWARD
PERSONNEL	\$ 213,194.00			\$ 213,194.00
FRINGE (ERE)	\$ 44,896.55			\$ 44,896.55
OVERTIME	\$ -			\$ -
TRAVEL	\$ -			\$ -
FACILITIES	\$ -			\$ -
SERVICES	\$ -		6,500.00	\$ 6,500.00
EQUIPMENT	\$ -			\$ -
SUPPLIES	\$ -			\$ -
OTHER COSTS	\$ -			\$ -
<b>TOTAL:</b>	<b>\$258,090.55</b>	<b>\$0.00</b>	<b>\$6,500.00</b>	<b>\$264,590.55</b>

PERSONNEL:	Regular salary paid to HIDTA funded employees.
FRINGE BENEFITS (ERE):	Benefits paid to employees, capped at 15% for officers, attorneys & paralegals. Uniform allowances disallowed.
OVERTIME:	Overtime paid to employees for HIDTA-related investigations.
TRAVEL:	Operational travel, controlled deliveries, training, conferences, meetings. Transportation, lodging, per diem/meals & incidentals.
FACILITIES:	Lease of office space, utilities, janitorial & alarm, building maintenance & repairs.
SERVICES:	Equipment rental, contractual services, consultants, insurance, scanning and copying services, document destruction, service maintenance agreements (except
EQUIPMENT:	Purchase of equipment exceeding \$5,000.
SUPPLIES:	Individual equipment purchases below \$5,000. Office supplies, software, fuel, analytical supplies, computers, etc.
OTHER:	Purchase of evidence, information & services (PE/PI/PS), fiduciary fees.

Description (Please provide a explanation on the need of this transfer):

Per HINTS Request submitted on March 25 2010 \$6,500.00 approved for Services/Communications-mobile phone & pagers

**Approval Signatures:**

Signature of Preparer: Patricia I Azcué

Signature of Approver: 

SIGNATURE OF AZ HIDTA DIRECTOR: \_\_\_\_\_

SIGNATURE OF AZ FINANCIAL MANAGER: \_\_\_\_\_



## Santa Cruz County

### Administrative Services

**TO:** Honorable Chairman and Members of the Board of Supervisors

**FROM:** Mauricio A. Chavez  
Administrative Services Director

**Cc:** Jennifer St. John  
County Manager

**DATE:** June 16, 2020

**SUBJECT:** Discussion/possible action to approve the AZCares Fund Program Grant Agreement #ERMT-20-078 between Santa Cruz County and the State of Arizona in the amount of \$2,929,978.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the AZCares Fund Program Grant Agreement #ERMT-20-078 between Santa Cruz County and the State of Arizona in the amount of \$2,929,978.

#### **BACKGROUND:**

The CARES Act established the Coronavirus Relief Fund (CRF): The U.S. Department of the Treasury was appropriated \$150B for CRF to distribute to States and units of local government. Arizona was allocated a total of \$2.8B; The Governor's Office established the AZCares Fund to provide immediate relief for COVID-19 response efforts in local communities across the state. \$441M was allocated by the Governor's Office to local jurisdictions under 500,000 population. Santa Cruz County's allocation is \$2,929,978.

#### **FINANCIAL IMPLICATIONS:**

Funding will offset expenditures of public safety and/or public health salary and employee-related-expenses.

#### **PROPOSED MOTION:**

Move to approve the AZCares Fund Program Grant Agreement #ERMT-20-078 between Santa Cruz County and the State of Arizona in the amount of \$2,929,978.



DOUGLAS A. DUCEY  
GOVERNOR

STATE OF ARIZONA  
OFFICE OF THE GOVERNOR

EXECUTIVE OFFICE

May 29, 2020

Dear Chairperson Bracker:

I am pleased to inform you that we are awarding \$2,929,978 from the AZCares Fund to the County of Santa Cruz. We appreciate your leadership and partnership during this difficult time. We have designed this program to provide maximum flexibility to local leaders like yourself so that you can best respond to the individual needs of your community.

As you know, this program was designed based on specific feedback we received from you and your colleagues. We look forward to seeing the many innovative ways that you all will utilize these dollars on behalf of our shared citizens.

If there is anything my office can do to assist in the implementation of your efforts, please don't hesitate to reach out.

Further details are enclosed.

Sincerely,

A handwritten signature in black ink that reads "Douglas A. Ducey".

Douglas A. Ducey  
Governor, State of Arizona

State of Arizona  
Office of the Governor  
**AZCares Fund Program**

ERMT Grant Number: ERMT-20-078  
Award Amount: \$2,929,978

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**Grant Agreement Terms and Conditions**

This Grant Agreement (“Agreement”) is between the County of Santa Cruz (“Grantee”) and the State of Arizona, acting through the Governor’s Office (“Grantor”), (sometimes, individually, a “Party,” or collectively, “Parties”).

**I. Purpose**

Distribution to local Arizona jurisdictions of federal financial assistance from The U.S. Department of the Treasury’s Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

**II. Term, Effective Date, and Termination**

The Agreement commences when it is signed by both Parties. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

**III. Renewal and Amendments**

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the Parties must execute a written Amendment or a new Agreement. A renewal may be considered if the Grantor adds additional funding and subsequent rounds of awards to the AZCares Fund, the State of Arizona receives additional federal Coronavirus Disease 2019 (COVID-19) public health emergency funding, and/or the State of Arizona Legislature chooses to appropriate funding for this specific purpose. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

**IV. Obligations of the Parties**

Responsibilities of the Grantee:

- a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- b. Grantee agrees that it will submit financial and activity reports to Grantor in a format provided by the Grantor, documenting the activities supported by these grant funds and

providing an assessment of the impact of these activities. 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.

- c. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or Grantor-approved payments. Reports are due pursuant to the schedule listed in this Agreement.
- d. The final request for reimbursement of grant funds must be received by the Grantor on or before the last day of the project period.
- e. Grantee agrees to remit all unexpended grant funds to the Grantor within thirty (30) days of written request received from the Grantor.
- f. Grantee agrees that all encumbered funds must be expended and that payroll and Employee Related Expenses (ERE) must be paid on or before the expiration of this Agreement.
- g. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- h. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.
- i. Required programmatic and financial reports are submitted according to the schedule below. At any point, the Grantee can submit its final report thus ending its need to submit any subsequent reports:

<b>Programmatic and Financial Reports</b>	
<b>Report Period:</b>	<b>Due Date:</b>
March 1 <sup>st</sup> – June 30 <sup>th</sup>	July 3 <sup>rd</sup>
July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 5 <sup>th</sup>
October 1 <sup>st</sup> – December 30 <sup>th</sup>	January 4 <sup>th</sup>

Responsibilities of the Grantor:

- a. Once the following actions and documents are completed by Grantee and have been received, verified, and approved by the Grantor, payment to the Grantee will be completed within 5 business days:
  - i. Obtained a Duns & Bradstreet number;
  - ii. SAM.gov registration completed;
  - iii. AZCares Fund application submitted;
  - iv. AZCares Fund Certification Form submitted;
  - v. Budget/expense request submitted;
  - vi. Award acceptance submitted;
  - vii. State of Arizona General Accounting Office (GAO) Automated Clearing House (ACH) set-up completed; and
  - viii. The Agreement executed by the Grantee or an email from the Grantee sent to [ospber@az.gov](mailto:ospber@az.gov) stating that the Agreement is on the Grantee’s board/council agenda for review and execution. Grantee will provide the exact date of the board/council meeting in that email.

**V. Fund Management**

Grantee must receive these funds under this Agreement in a separate ledger account/fund and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- d. Property
- e. Travel

c. Personnel

A system is adequate if it is: 1) **written**; 2) **consistently followed** - it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

The Grantee shall manage funds according to applicable [federal regulations for administrative requirements, cost principles and audits](#)

**VI. DUNS/CCR**

Each Grantee must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the [System for Award Management](#) (“SAM”). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration (“CCR”), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located [here](#).

**VII. Reporting Requirements**

In compliance with the CARES Act reporting requirements, the Grantee is required to provide the following information:

- a. the total amount of funding received from the AZCares Fund;
- b. the amount of funding received that was expended or obligated for each project or activity;
- c. a detailed list of all projects or activities for which large covered funds were expended or obligated, including—
  - i. the name of the project or activity;
  - ii. a description of the project or activity; and
  - iii. the estimated number of jobs created or retained by the project or activity, where applicable; and
- d. detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

**VIII. Organizational Audit Requirements**

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization’s single audit are not satisfactorily and promptly addressed. This CFR Title 2 Part 200 can be found [online](#).

Single Audit: Grantee expending \$750,000 or more of Federal funds from all sources during the organization’s fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization’s most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

**IX. Unallowable Costs**

All costs incurred prior to the project period start date and costs not consistent with the funding opportunity solicitation are not allowable under this award.

**X. Conflicts of Interest Policy**

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
- b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
- c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- d. specify the nature of penalties that may be imposed for violations.

**XI. Acknowledgement of Federal Funding in Communications and Contracting**

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

**XII. Mandatory Disclosures**

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

**XIII. Data Collection and Performance Measurement**

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

**XIV. Ad Hoc Submissions**

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

**XV. Applicable law**

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

**XVI. Documents incorporated by reference**

The AZCares Fund Allocations and Certification Form are both incorporated into this Agreement in its entirety. Grantee warrants that it has read and understands the AZCares Fund Allocations and Certification Form and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the AZCares Fund Allocations and Certification Form, this Agreement shall control.

**XVII. Payments**

Grantee reimbursements are based only on expenditures approved in its Application budget and budget narrative. A Grantee shall be reimbursed initially for actual public health and safety payroll expenses and EREs for the time period of March 1, 2020 up to the Grantee's application submission or the most recent pay period. If an allocation award balance exists, then the Grantee will either include forecasted payroll expenses and EREs in its application or submit further reimbursement request(s) of its actual public health and safety payroll expenses and EREs until its allocation is fully expended. The Grantee will need to provide its previous year's total actual expense(s) for that category(ies) to validate projection. Overtime is not an eligible expense for reimbursement request(s) from the AZCares Fund. For purposes of the AZCares Fund, Fire, Emergency Medical Services (EMS), 9-1-1, and Sheriff/Police personnel are considered public safety. The Grantee shall use the forms provided by the Grantor to submit reimbursement requests.

Per Federal guidance:

- a. these public health and safety expenses do NOT need to be materially related to the Coronavirus Disease 2019 (COVID-19) public health emergency.
- b. these funds are designed to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, the Grantee may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

Grantee must:

- a. register for the U.S. Department of Homeland Security, Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) Grant Program via the Arizona Department of Emergency and Military Affairs (DEMA) [portal](#).
- b. submit an application for FEMA PA Grant Program to be verified by DEMA to successfully complete, maintain compliance, and closeout the Public Health and Safety Stabilization Program.
- c. enroll in automatic clearing house (ACH) payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions." Vendor account set-up and payment information can be found [here](#).

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault or negligence of the Grantee.

**XVIII. Notification of Program Changes**

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

**XIX. Relationship of Parties**

The individuals performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the Grantor. The State

of Arizona and the Grantor retains no control or direction over such individuals or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

**XX. Other**

- a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.
- b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.
- d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
  - i. Any contractor or subcontractor who is contracted by a Party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
  - ii. That any breach of the warranty in paragraph "b." above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
  - iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph "b." above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
  - iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
- e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
- f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

- i. Any change, modification, or extension of this Agreement must be submitted through the Grantor's online grant management system, eCivis, and approved by Grantor.
- j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
- l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
- o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- r. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- s. 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.
- t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor 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.
- u. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

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Authorized Signatory Date

---

Printed Name and Title

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Additional signature(s) if required by political subdivision Date

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Printed Name and Title Date

Attest:

---

Clerk Date

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Governor’s Office with the signed Agreement.

**Approved as to form and authority to enter into Agreement (Excluding non-profits):**

---

Legal counsel for Grantee Date

---

Printed Name and Title

**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**

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Appropriate A.R.S., ordinance, or charter reference

**FOR GOVERNOR’S OFFICE:**

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Matthew Gress, Director Date  
State of Arizona  
Governor’s Office of Strategic Planning and Budgeting



# SANTA CRUZ COUNTY

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**To:** Board of Supervisors  
**From:** Mary Dahl, Special Projects  
**Thru:** Jennifer St. John, County Manager  
**Date:** June 3, 2020

**Subject:** Discussion and Possible Action to Award Bid Number B-01-20-CO01 to Chef's Depot, Inc. for purchase of Commercial Kitchen Equipment for CDBG Contract #122-20 in the amount of \$69,857.75.

**Recommendation:** Authorize the Chairman to sign the Contract with Chef's Depot, Inc.

**Background:** One of the three Community Development Block Grant projects approved late last year was the purchase of equipment for the commercial kitchen under development in downtown Nogales by the Nogales Community Development Corp. (NCD). This facility is to be a community asset used by food truck vendors as a commissary, start-up caterers who need a certified commercial kitchen, as an adjunct to the farmer's market, and for other business and education functions.

The County solicited sealed bids for this equipment and received two. One bid was incomplete and considered non-responsive. The bid from Chef's Depot, Inc. was complete as to each bid item and within budget.

Staff recommends that the Board authorize the Chairman to sign the contract with Chef's Depot, Inc. in the amount of \$69,857.75.

**Financial Implications:** This is a 100% grant-funded project.

**Proposed Motion:** "Mr. Chairman, I move to authorize the Chairman to sign the Contract with Chef's Depot, Inc. in the amount of \$69,857.75 for the NCD Commercial Kitchen CDBG Project #122-20."

## CONTRACT

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

THIS Contract is entered into between Santa Cruz County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Chef’s Depot, Inc., hereinafter called CONTRACTOR, collectively referred to as the Parties.

### WITNESSETH

**WHEREAS**, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and material required to construct SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / FURNISH, DELIVER AND INSTALL COMMERCIAL KITCHEN EQUIPMENT BID NUMBER: B-01-20-CO01 and,

**WHEREAS**, CONTRACTOR is qualified and willing to provide such services; and

**WHEREAS**, CONTRACTOR submitted the low responsive, responsible bid in response to **BID NUMBER: B-01-20-CO01** for the COUNTY for said work is qualified and willing to provide such services; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

### **ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract as approved by the Procurement Director commences on the date of the signature of the Chairman of the Santa Cruz County Board of Supervisors (“Board of Supervisors”) and terminates on October 31, 2020 unless sooner terminated or further extended pursuant to the provisions of this Contract.

Completion time for the work to be performed under this Contract will be **NINETY (90) CONSECUTIVE DAYS** after the date of the “Notice to Proceed”. Liquidated damages will be assessed based upon the construction completion time.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Special Projects CDBG person, County Manager, or the County Board of Supervisors must approve change orders to the Contract or the scope of services before CONTRACTOR performs the work authorized by the Change Order.

### **ARTICLE 2 – SCOPE OF SERVICES**

CONTRACTOR will provide for the COUNTY all labor, materials and equipment necessary to complete the project as described in the proposal incorporated into this Contract. All work will be

done per specifications called for in the bid documents as contained in the Santa Cruz County Invitation for Bids (IFB) on Bid Number: B-01-20-CO01 and the exhibits thereto, the general conditions to this Contract, and the submitted bid, which are incorporated herein by this reference.

### **ARTICLE 3 – COMPENSATION AND PAYMENT**

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR will provide detailed documentation in support of requested payment. The CONTRACTOR must cite the Contract number on all invoices. Payments will be made in accordance with Arizona Revised Statutes (“A.R.S.”) § 34-221.

Total payment for this Contract will not exceed Sixty-Nine Thousand, Eight Hundred and Fifty-Seven Dollars and Seventy-Five Cents (\$69,857.75). Payment for this Contract will be made based on **BID FOR Furnishing, Delivering and Installing at 163 North Morley Avenue, Nogales, AZ**, hereby incorporated herein, for the unit price amount of the base bid.

For the period of record retention required under Article 23, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law

CONTRACTOR will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONTRACTOR’S own risk.

### **ARTICLE 4 – INSURANCE REQUIREMENTS**

CONTRACTOR and SUB-CONTRACTORS shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or SUB-CONTRACTORS.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or SUB-CONTRACTORS. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - CONTRACTOR shall provide coverage with limits of liability not less than those stated below:

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate  
\$2,000,000
- Products – Completed Operations Aggregate  
\$1,000,000
- Personal and Advertising Injury  
\$1,000,000
- Each Occurrence  
\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:  
**"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR".**

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language:  
**"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR".**

**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** against the County of Santa Cruz.

**4. Builders' Risk Insurance or Installation Floater**

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The County of Santa Cruz, the CONTRACTOR, SUB-CONTRACTORS, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Santa Cruz, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.
- g. CONTRACTOR is responsible for the payment of all policy deductibles.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.
2. The CONTRACTOR'S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after **THIRTY (30) DAYS** prior written notice has been given to the County. Such notice shall be sent directly via *Certified Mail—Return Receipt Requested* to the following person and address:

Mary Dahl, Special Projects  
Santa Cruz County  
Board of Supervisors Offices  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** CONTRACTOR shall furnish the COUNTY with certificates of insurance (ACORD form or equivalent approved by the COUNTY) as required

by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the COUNTY before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the following person and address:

Mary Dahl, Special Projects  
Santa Cruz County  
Board of Supervisors Offices  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

The COUNTY project/contract number and project description must be noted on the certificate of insurance. The COUNTY reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. SUB-CONTRACTORS:** CONTRACTOR'S certificate(s) shall include all SUB-CONTRACTORS as additional insureds under its policies *or* CONTRACTOR shall furnish to the COUNTY separate certificates and endorsements for each SUB-CONTRACTOR. All coverages for SUB-CONTRACTORS shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### **ARTICLE 5 – INDEMNIFICATION CLAUSE**

The CONTRACTOR agrees to defend, indemnify, save and hold harmless the County of Santa Cruz, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as "indemnitee," from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the CONTRACTOR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the COUNTY.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

**ARTICLE 6 – COMPLIANCE WITH LAWS**

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Santa Cruz County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

**ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS**

The status of CONTRACTOR is that of an independent CONTRACTOR and CONTRACTOR is not considered an employee of Santa Cruz County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all federal, state and local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

**ARTICLE 8 – CONTRACTOR/SUB-CONTRACTOR PERFORMANCE**

CONTRACTOR will perform the work in accordance with the terms of the Contract and with the degree of care and skill which a licensed CONTRACTOR in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Agreement. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUB-CONTRACTORS have the appropriate and current license issued by the Arizona Registrar of CONTRACTORS for work they perform under this contract. CONTRACTOR will not permit any SUB-CONTRACTOR to perform work that does not fall within the scope of the SUB-CONTRACTOR'S license, except as may be permitted under the rules of the Registrar of CONTRACTORS.

CONTRACTOR will be fully responsible for all acts and omissions of its SUB-CONTRACTOR(S) and of persons directly or indirectly employed by SUB-CONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUB-CONTRACTOR, except as may be required by law.

CONTRACTOR must use the SUB-CONTRACTORS named on CONTRACTOR'S SUB-CONTRACTOR List submitted with the bid. No SUB-CONTRACTOR may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director. Substitution SUB-CONTRACTORS may be approved at the discretion of the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the COUNTY.

#### **ARTICLE 9 – ASSIGNMENT**

CONTRACTOR will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

#### **ARTICLE 10 – NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated by this reference as if fully set forth herein ***including flow down of all provisions and requirements to any SUB-CONTRACTORS***. During the performance of this Contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE 11 – AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

#### **ARTICLE 12 - AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

**ARTICLE 13 – NON-WAIVER**

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

**ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT**

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within **TEN (10) DAYS** of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
  
- B. The occurrence of any of the following constitutes an event of default:
  - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  
  - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  
  - 3. Failure to provide competent supervision at the site;

4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
5. Failure to make prompt payment to SUB-CONTRACTORS or suppliers for material or labor;
6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than **FIVE (5) BUSINESS DAYS** after the effective date of the termination;
2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
  - (i) Acts of God or of the public enemy,
  - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
  - (iii) Acts of another CONTRACTOR in the performance of a Contract with the COUNTY,
  - (iv) Fires,
  - (v) Floods,

- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of SUB-CONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUB-CONTRACTOR S or suppliers; and

2. CONTRACTOR, within **THREE (3) DAYS** from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

- E. For the purposes of paragraph A above, “receipt of notice” includes receipt by hand by CONTRACTOR’S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

#### **ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY**

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least **FIFTEEN (15) DAYS** before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

#### **ARTICLE 17 – NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if for any reason the Santa Cruz COUNTY Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

**ARTICLE 18 – NOTICES**

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other party as follows:

**COUNTY:**

Mary Dahl, Special Projects  
Santa Cruz County Board of Supervisors Offices  
2150 North Congress Drive  
Nogales, Arizona 85621  
(520) 841-0111  
(520) 375-7681

**CONTRACTOR:**

Chef’s Depot, Inc.  
c/o Yitzi Shaps  
2 Melnick Drive  
Monsey, NY 10952  
(845) 414-2230

**ARTICLE 19 - NON-EXCLUSIVE CONTRACT**

CONTRACTOR understands that this Contract is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

**ARTICLE 20 - CONTRACT DOCUMENTS**

A. **INCORPORATION OF DOCUMENTS:** CONTRACTOR and COUNTY, in entering into this Contract, have relied upon information provided in the COUNTY’S Invitation for Bids (IFB) and the Exhibits thereto on BID NUMBER: B-01-20-CO01, all bid documents, which include but are not limited to bid schedule, bonds (bid, payment, and performance), general conditions, special provisions, technical specifications, plans, construction documents, drawings, addenda, and information provided in the CONTRACTOR’S response to IFB on this project. All of these documents are hereby incorporated herein by this reference as if they were fully set forth herein.

B. **ORDER OF PRECEDENCE:** In the event of a conflict or inconsistency between or among the documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:

1. This Contract
2. Bid Form
3. Special Provisions, Technical Specifications, and Plans
4. CONTRACTOR’S Response to the Solicitation
5. Instructions to Bidders
6. Request for Proposal.

The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Contract Documents. Any such agreement interpreting the Contract shall be incorporated into the Contract by amendment.

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other document incorporated herein, the provision in the Special Conditions shall take precedence.

**ARTICLE 21 - BONDING REQUIREMENTS**

In accordance with A.R.S. §34-221, *et. seq.*, the CONTRACTOR will provide Payment and Performance bonds for not less than **ONE HUNDRED PERCENT (100%)** of the contract amount. Copies of said bonds will be attached to and become part of this Contract.

**ARTICLE 22 - OWNERSHIP OF DOCUMENTS**

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract vest in and become the property of the COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

**ARTICLE 23 - BOOKS AND RECORDS**

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR will retain all records relating to this Contract at least **FIVE (5) YEARS** after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

**ARTICLE 24 - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 27 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**ARTICLE 25 - SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**ARTICLE 26 - DELAYS**

Neither party hereto is in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

**ARTICLE 27 – DISPUTES**

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the County Manager and CONTRACTOR'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

**ARTICLE 28 – PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL **TEN (10) BUSINESS DAYS** after the date of notice to the CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

**ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR’S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CONTRACTOR will further ensure that each SUB-CONTRACTOR who performs any work for CONTRACTOR under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any SUB-CONTRACTOR in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR’S or any SUB-CONTRACTOR’S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a SUB-CONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUB-CONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will advise each SUB-CONTRACTOR of COUNTY’S rights, and the SUB-CONTRACTOR’S obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUB-CONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUB-CONTRACTOR’S employees, and with the requirements of A.R.S. § 23-214 (A). SUB-CONTRACTOR further agrees that COUNTY may inspect the SUB-CONTRACTOR’S books and records to insure that SUB-CONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUB-CONTRACTOR is a material breach of this contract subjecting SUB-CONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR’S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

**ARTICLE 30 – ENTIRE AGREEMENT**

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are

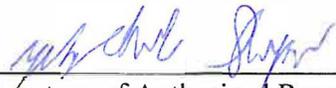
hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

**APPROVED:**

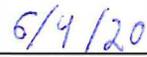
**CONTRACTOR:**

\_\_\_\_\_  
Bruce Bracker, Chairman  
Santa Cruz County Board of Supervisors

  
\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name of Authorized Representative

  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly J. Hunley, Chief Civil Deputy County Attorney  
Santa Cruz County Attorney's Office

\_\_\_\_\_  
Date



SANTA CRUZ COUNTY, ARIZONA  
INVITATION FOR BIDS

**BID NUMBER: B-01-20-CO01**

Release Date: May 8, 2020  
Release Time: 9:00 A.M. (Arizona Time)

**IFB packets may be obtained at:**

<https://www.santacruzcountyaz.gov/286/Bids-Solicitations>

**IMPORTANT DATES**  
(Dates may be subject to change. All times are in Arizona Time.)

<b>ACTIVITY</b>	<b>DATE/TIME</b>
IFB Release/Advertisement	May 8, 2020
Deadline to Submit Bids	May 28, 2020 by 2:00 PM
Award Recommendation to County Board of Supervisors	TBD

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## NOTICE TO BIDDERS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
INVITATION FOR BIDS NO. B-01-20-CO01  
FURNISH, DELIVER AND INSTALL COMMERCIAL KITCHEN EQUIPMENT  
AT THE NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY  
AT 163 NORTH MORLEY AVENUE, NOGALES, AZ  
THIS PROJECT IS FEDERALLY FUNDED THROUGH CDBG Contract No. 122-20

Notice is hereby given that the Office of the Clerk of the Santa Cruz County Board of Supervisors (“Clerk”) is requesting bids pursuant to an Invitation for Bids (IFB) on the following project:

NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY  
EQUIPMENT

### **WHERE TO OBTAIN IFB PACKET:**

You may obtain an IFB packet at the following website:

<https://www.santacruzcountyaz.gov/286/Bids-Solicitations>

### **BID LABELING INSTRUCTIONS:**

Bidders must label their bids on the outside of the package as follows:

NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY  
EQUIPMENT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-01-20-CO01  
CDBG Contract No. 122-20

### **WHERE TO SUBMIT BID:**

Bidders must submit **A THUMB DRIVE CONTAINING THE ENTIRE BID plus ONE (1) ORIGINAL AND THREE (3) COPIES** of the bid to the following person and address:

Attention: Tara R. Hampton, Clerk  
Santa Cruz County Board of Supervisors  
Santa Cruz County Complex  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the Clerk of the Santa Cruz County Board of Supervisors (“Clerk”). Bidders are responsible for ensuring their bids are received by the Clerk on or before the Bid Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified in the solicitation document. Bids that are mailed to an incorrect address

or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. The governing time for the Bid Submittal Deadline is Arizona Time.

**DEADLINE TO SUBMIT BID:**

Bids must be submitted on or before **Thursday, May 28, 2020 BY 2:00 P.M. (ARIZONA TIME)** and they will be publicly opened and read shortly thereafter.

**DEADLINE TO SUBMIT QUESTIONS ON IFB:**

Any questions about this IFB must be e-mailed on or before **Wednesday May 20, 2020 BY 5:00 P.M. (ARIZONA TIME)** to the following person:

Mary Dahl, Special Projects  
Santa Cruz County  
[mdahl@santacruzcountyaz.gov](mailto:mdahl@santacruzcountyaz.gov)

It is the sole responsibility of the bidder to comply with any and all addenda issued and posted at the above website during this IFB action. Small business enterprises and disadvantaged business firms are encouraged to participate.

---

Mary Dahl, Special Projects  
Santa Cruz County

Published: Nogales International Newspaper on May 8 & 13, 2020.

## **INSTRUCTIONS TO BIDDERS**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY  
EQUIPMENT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-01-20-CO01  
CDBG Contract No. 122-20

### **INTRODUCTION**

The Santa Cruz County is soliciting proposals for the furnishing, delivery and installation of commercial kitchen equipment for the Nogales Community Development Commercial Kitchen Facility in downtown Nogales.

### **ACCEPTANCE PERIOD**

Unless otherwise specified herein, bids must remain open and firm for a period of **NINETY (90) DAYS** from the date of bid opening for inspection purposes.

### **ACCESSIBILITY**

The Bidders must fully inform themselves regarding any peculiarities and limitations of the workspaces available for the performance of work under this contract. Bidders must exercise due and particular caution to determine that all parts of the work are made quickly and easily accessible.

### **ADDENDA ACKNOWLEDGMENT**

Each bid must include specific acknowledgment in the space provided of the receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as nonresponsive.

### **AFFIDAVIT OF NON-COLLUSION**

Arizona Revised Statutes (A.R.S.) § 34-253 requires an “Affidavit of Non-Collusion” from each bidder. A Bidder who fails to provide this affidavit to the COUNTY shall have its bid disqualified. The form for the affidavit is provided in this solicitation. The affidavit must be signed before a Notary Public to be considered valid.

### **AGREEMENT**

Submission of a signed bid will be interpreted to mean that Bidder has agreed to all the terms and conditions of this solicitation. Bidder’s signed bid and the COUNTY’s written acceptance of the bid and/or purchase order will constitute a contract.

### **AUTHORIZED SIGNATURES**

Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the COUNTY, any agent submitting a bid on behalf of a Bidder must provide a current power of attorney certifying the agent’s authority to bind the Bidder.

1. ***Individuals.*** If an individual makes the bid, his or her name, signature, and mailing address must be shown.

2. ***Firms and Partnerships.*** If a firm or partnership makes the bid, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
3. ***Corporations.*** If a corporation makes the bid, the bid must show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the title of the person signing on behalf of the corporation. Upon request by the COUNTY, the corporation must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

### **AWARD OF CONTRACT**

1. **Supplies, Materials, Equipment, And Contractual Services (Other Than Professional Services) Not Subject to A.R.S. Title 34, Chapter 2:** A contract will be awarded to the lowest responsible bidder whose bid conforms to the IFB and is most advantageous to the COUNTY in terms of price, conformity to the specifications, and other factors.
2. **Services Subject To ARS Title 34, Chapter 2:** A contract will be awarded to the lowest responsible bidder.

### **BID FORM**

Bids must be submitted on the COUNTY's bid forms or else they will be rejected.

### **BID OPENING AND BID RESULTS**

Bids are opened publicly in the office of the Clerk and interested parties are invited to attend. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. Bid results will not be provided to you over the telephone.

### **BID SUBMITTAL**

Bidders must submit **A THUMB DRIVE CONTAINING THE ENTIRE BID plus ONE (1) ORIGINAL AND THREE (3) COPIES** of their bid to the following address:

Attention: Tara R. Hampton, Clerk  
Santa Cruz County Board of Supervisors  
Santa Cruz County Complex  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

#### ***1. Mailing/Delivery Requirements***

Bids must be submitted in a sealed envelope bearing the name of the Bidder, mailing address, phone number, as well as the project name, type of construction, and bid number (i.e NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY EQUIPMENT FOR SANTA CRUZ COUNTY, ARIZONA BID NUMBER: B-01-20-CO01 CDBG Contract No. 122-20) in accordance with the instructions provided in the foregoing "Notice To Bidders." No oral, electronic, telegraphic, or telephonic bids will be considered unless otherwise specified herein. Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the office of the Clerk.

## **2. Cover Page and Table of Contents Requirements**

The Bidder must submit a *Cover Page*, that does not exceed one page, and a *Table of Contents*, that does not exceed one page.

## **3. Body of Bid Requirements**

The body of the bid must be typed in either Times New Roman (12 point) or Arial (10 point) fonts on 8.5 x 11 inch paper. An 11 inch x 17 inch folded page will count as one page where the use of that size paper is appropriate. Font size restrictions do not apply to organizational sheets.

## **4. Section Separation Requirements**

Do not use tabs for section separation. Instead, use 8.5 inch x 11 inch plain or colored sheets of paper for section separation and label the section separator.

### **BID SUBMITTAL DEADLINE**

The Bid Submittal Deadline is **MAY 28, 2020 AT 2:00 P.M. (ARIZONA TIME)**. The Bid Submittal Deadline is shown on the foregoing "Notice to Bidders" form. Bids must arrive at the office of the Clerk before the Bid Submittal Deadline. The governing time for the Bid Submittal Deadline is Arizona Time. Bids will not be opened or revealed before this deadline. Bids received after the deadline are untimely and will not be considered for an award of contract. Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. Bidders are responsible for ensuring their bids are received by the Clerk on or before the Bid Submittal Deadline.

### **BID SUBMITTAL DEADLINE, EXTENSION OF**

The COUNTY reserves the right to change the Bid Submittal Deadline when it is in the best interest of the COUNTY.

### **BID WITHDRAWAL**

Bidders' authorized representatives may withdraw bids only by written request received by Mary Dahl, Santa Cruz County Special Projects at [mdahl@santacruzcountyaz.gov](mailto:mdahl@santacruzcountyaz.gov) on or before the Bid Submittal Deadline and before bids are open. Thereafter, Bidders may not withdraw their bids for a period of **NINETY (90) DAYS** from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his or her bid.

### **BRAND NAMES**

The manufacturer's names, trade names, brand names, model numbers, and catalog numbers contained in these specifications are used for the purpose of describing and establishing general quality levels. These references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

### **CANCELLATION OF SOLICITATION**

The COUNTY may cancel this solicitation at any time when the COUNTY deems it to be in its best interest.

### **COMPLIANCE OR DEVIATION TO SPECIFICATIONS**

Bidder hereby agrees that the material, equipment, and services offered will meet all of the requirements of the specifications in this solicitation unless deviations from them are *clearly indicated* in the Bidder's response. Bidder may submit an attachment entitled, "Exceptions to Specifications," which must be signed by Bidder's authorized representative. An explanation must be made for each item in which an exception is taken, providing the extent of the exception and the reason why it is taken. *Bids failing to comply with this requirement will be considered non-responsive.* Submittal of brochure or other manufacturer literature is desirable but may not be used as a substitution for this requirement.

### **CONTRACT, COMBINATION OR CONSPIRACY TO RESTRAIN TRADE OR COMMERCE; VIOLATION; CLASSIFICATION**

Pursuant to A.R.S. § 34-252, a person who enters into any contract, combination, conspiracy or other act in restraint of trade or commerce which is unlawful under title 44, chapter 10, and article 1 is guilty of a class 4 felony if the contract, combination, conspiracy or other unlawful act in restraint of trade or commerce involves:

1. A contract between a governmental agency and a person for the purchase of equipment, labor or materials or for the construction or repair of highways, buildings or structures, or additions or alterations to highways, buildings or structures.
2. A subcontract with a Bidder or proposed Bidder for a governmental agency for the purchase of equipment, labor or materials or for the construction or repair of highways, buildings or structures, or additions or alterations to highways, buildings or structures.

### **SUSPENSION FROM BIDDING**

Pursuant to A.R.S. § 34-257, any governmental agency may suspend for a period of up to three years from the date of conviction any person and any subsidiary or affiliate of any person from further bidding to the agency and from being a SUB-CONTRACTOR to a CONTRACTOR with the agency or a supplier to the agency if that person or any officer, director, employee or agent of that person is convicted of entering into any contract, combination, conspiracy or other unlawful act in restraint of trade or commerce in the courts in this state, or of similar charges in any federal court or a court in any other state.

### **CORRECTIONS OR MODIFICATIONS TO BIDS**

The following rules apply to corrections or modifications made to bids before the Bid Submittal Deadline:

1. ***Authorize Modification.*** All modifications must be made in ink, properly initialed by Bidder's authorized representative, executed, and submitted in the same form and manner as the original bid. Bids that contain omissions or improper erasures or irregularities may be rejected.
2. ***Withdraw, Modify, and Resubmit.*** Any Bidder who wishes to make modifications to a bid already submitted to the COUNTY must withdraw their bid to make the modifications. A Bidder's authorized representative may withdraw the bid only by written request received by Mary Dahl, Special Projects, at [mdahl@santacruzcountyz.gov](mailto:mdahl@santacruzcountyz.gov) before the Bid Submittal Deadline. It is the responsibility of the Bidder to ensure that modified or withdrawn bids are resubmitted before the Bid Submittal Deadline.

- 3. Prohibited Modifications.** No oral, electronic, telegraphic, or telephonic modifications will be accepted.

### **DISQUALIFICATION OF BIDDER**

If there is reason to believe that collusion exists among the bidders, the COUNTY may refuse to consider bids from the participants in such collusion. No person, firm, or corporation under the same or different name, must make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-bid to a bidder or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders.

A reasonable ground for believing that a bidder is interested in more than one bid—for the same project—will cause the rejection of all bids by the bidder. If there is reason to believe that collusion exists among the bidders, the COUNTY may refuse to consider bids from the participants of any such collusion. Bidders must submit, as part of their bid documents, a notarized “Non-Collusion Affidavit,” attached hereto as “*Exhibit 5*” and incorporated herein by this reference.

### **DOCUMENTS TO BE RETURNED WITH BID**

Failure to completely execute and submit the required documents before the Bid Submittal Deadline will render a bid non-responsive. These documents are listed on the form entitled, "Documents to Be Submitted with Bid," attached hereto as “*Exhibit 1*” and incorporated herein by this reference.

### **EMERGENCY PROCUREMENTS**

Pursuant to A.R.S. § 34-604, the COUNTY may make or authorize others to make emergency procurements of architect services, construction-manager-at-risk construction services, design-bid-build construction services, design-build construction services, engineer services, job-order-contracting construction services, landscape architect services, assayer services, geologist services, or land surveying services if a threat to the public health, welfare or safety exists or if a situation exists that makes compliance with this title impracticable, unnecessary or contrary to the public interest except that these emergency procurements must be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular Bidder must be included in the contract file.

### **EXAMINATION OF SOLICITATION DOCUMENTS**

It is the responsibility of the Bidder to carefully and thoroughly examine and fully inform themselves as to the conditions and requirements of the legal and procedural documents, terms and conditions, bid forms, specifications, drawings, plans, and any addenda, hereinafter referred to as “Solicitation Documents.” Bidder must be satisfied as to the character, quantity, and quality of work to be performed and the materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Solicitation Documents. Bidder will in no way be relieved from any obligations with respect to the bid or contract due to failure or neglect to examine the Solicitation Documents.

The submission of a bid will constitute an acknowledgment upon which the COUNTY may rely on that the bidder has thoroughly examined and is familiar with the Solicitation Documents. The failure or neglect of a bidder to receive or examine any of the Solicitation Documents will in no way relieve the bidder from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of the Solicitation Documents.

### **EXPERIENCE AND COMPETENCY**

Bidder must possess applicable CONTRACTOR'S License for the work called for in the Solicitation Documents. Successful bidder must be registered at SAM.gov prior to award.

### **FEDERAL AID CONTRACTS**

Pursuant to A.R.S. § 34-244, if any provision or condition of this article or sections 34-301, 34-302 or 38-481 conflicts with any provision of federal law or any rule or regulation made under federal law pertaining to federal aid contracts, such provision or condition will not apply to federal aid contracts. However, all provisions or conditions of sections that are not in conflict will apply to the federal aid contracts.

### **FORMS**

Bids must be made on the blank forms prepared and provided by the COUNTY. Bids must give the prices proposed (both in writing and in figures when required), provide all other information requested, and must be signed by the Bidder's authorized representative. The COUNTY may provide some documents or pages in this solicitation on colored pages; these pages should be completed and returned with your bid.

1. **Notice to Bidders.** Follow all instructions provided in the foregoing "Notice to Bidders" herein.
2. **Unit Pricing.** This project has a unit pricing format that consists of separate bid items as defined in the project Bid Forms.
3. Bidders must include in their bid all materials, labor, equipment, services, overhead, profit, taxes, bonds, and other costs required for the completion of work on **each item bid upon**.
4. **Completion of Documents.** Bidders must complete and submit all required documents. Bidders should refer to the "Documents to Be Submitted With Bid," attached hereto as "*Exhibit I*" and incorporated herein by this reference. Failure of Bidder to complete and return all required bid documents might result in the rejection of a bid.
5. **Addenda.** If changes are made to the IFB, the COUNTY will post notification at <https://www.santacruzcountyaz.gov/286/Bids-Solicitations>. Addenda to the solicitation become part of the COUNTY's IFB. Bidders must acknowledge addenda in the manner set forth in the "Instructions to Bidders" section of this IFB. Bidders should immediately read all correspondence they receive from the COUNTY and notice whether they are required to sign and return it by the Bid Submittal Deadline.
6. **Bids from Individuals.** If an individual makes a bid, his or her name, signature, and post office address must appear on the bid.
7. **Bids from Firms or Partnerships.** If a firm or partnership makes the bid, the name and mailing address of the firm or partnership **and** the signature of at least one of the general partners must appear on the bid.
8. **Bids from Corporations.** If a corporation makes the bid, the bid must show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, **and** the title of the person who signs on behalf of the corporation. Additionally, a **certified copy** of

the bylaws or resolution of the board of directors of the corporation must be furnished showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

**INDELIBLE SIGNATURES, PRICES, ETC.**

All information, prices, notations, signatures, and corrections must be indelible (i.e., not pencil). Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid.

**INDEPENDENT BIDDER**

Bidder covenants that it presently has no interest, and must not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Bidder further covenants that, in the performance of this contract, no SUB-CONTRACTOR or person having such an interest must be employed. Bidder certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the COUNTY. It is expressly agreed by Bidder that in the performance of the services required under this contract, Bidder, and any of its SUB-CONTRACTORS or employees, will at all times be considered independent Bidders.

Neither Bidder, nor Bidder's officers, agents, or employees must be considered employees of the COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Bidder must be responsible for payment of all federal, state, and local taxes associated with the compensation received pursuant to this contract and must indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Bidder's failure to pay such taxes. Bidder will be solely responsible for program development and operation.

**INFORMED BIDDERS**

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

**LATE BIDS**

Late bids *will not be considered* and will be returned to bidders unopened. It is the Bidder's responsibility to ensure that their bids have sufficient time to be received by the Clerk before bid opening. Additionally, it is the bidder's responsibility to ensure that its bid is delivered to the correct COUNTY office. Bids delivered by the Bid Submittal Deadline to an office other than the office of the Clerk will not be considered for award.

## **TERMS AND CONDITIONS**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY  
EQUIPMENT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-01-20-CO01  
CDBG Contract No. 122-20

### **AMERICANS WITH DISABILITIES ACT**

Bidder must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-122313), and all applicable federal regulations under the Act, including 28 CFR Parts 35 & 36.

### **ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

Bidder must not assign, transfer, or sell any rights or obligations to the contract resulting from this bid, in whole or in part, without first obtaining the specific written approval of the COUNTY. Approval may be withheld at the sole discretion of the COUNTY, provided that such approval will not be unreasonably withheld.

In entering into an agreement or subcontract to supply goods or services pursuant to a public works contract, the Bidder or SUB-CONTRACTOR offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have, arising from purchases of goods or services pursuant to the public works contract or the subcontract. Such assignment must be made and become effective at the time the awarding body tenders final payment to the Bidder, without further acknowledgment by the parties.

### **ATTORNEY FEES**

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the Court may adjudge reasonable as to attorney’s fees and costs.

### **AUTHORITY OF THE COUNTY**

Subject to the power and authority of the COUNTY as provided by law in this contract, the COUNTY will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The COUNTY will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Bidder hereunder.

### **AUTHORIZED CONTRACTOR/DISTRIBUTOR**

Successful Bidder must be an Authorized CONTRACTOR for the type of construction offered *or* with his or her bid and must submit documentation from an authorized distributor from whom the specified materials were purchased. Said documentation must state that the distributor will honor all manufacturers' warranties.

### **AWARD AND EXECUTION OF CONTRACT**

Award and execution of Contract will be as provided for herein.

### **CHANGES IN WORK**

The COUNTY may, at any time work is in progress, by written order and, with or without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the COUNTY may find necessary or desirable. Such alterations and changes shall not invalidate this Agreement or release the surety and the CONTRACTOR agrees to perform the work as altered, as if it has had been part of the original contract documents. Changes in work and the amount of compensation to be paid to the Bidder for any extra work ordered will be determined in accordance with this IFB.

COUNTY and CONTRACTOR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the COUNTY and CONTRACTOR shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

The following change orders require the approval of the COUNTY's Board of Supervisors (BOS): changes to contracts that originally required approval of the Board of Supervisors; and changes to contracts that cause the total of the contract to exceed the amount that requires BOS approval.

#### **COMPLIANCE WITH SAFETY & HEALTH LAWS**

Bidder agrees that all work performed and completed on the SANTA CRUZ COUNTY, ARIZONA ("COUNTY") / FURNISH & DELIVER AGGREGATE COVER (CHIP) MATERIAL/ BID NUMBER: B-01-20-CO01 will comply with all applicable Federal and state occupational safety and health laws, standards, and regulations and that Bidder will indemnify, defend and hold the COUNTY harmless for any failure to so conform.

#### **CONSTRUCTION ACTIVITY**

All construction activity should be coordinated to limit disruption to vehicular traffic and pedestrians. The CONTRACTOR is responsible for traffic control and the safety of the public and workers.

#### **CONSTRUCTION CLEANUP**

Throughout all phases of the construction, including suspension of work, Successful Bidder shall keep the site reasonably free from debris, trash, and construction wastes to permit Bidder to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas by others. Upon Substantial completion of the work, or a portion of the work, Bidder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the work or applicable portions thereof.

Bidder shall take whatever steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the COUNTY and in accordance with the requirements of the COUNTY.

Only materials and equipment which are to be used directly in the work shall be brought to and stored on the work site by the Successful Bidder. When equipment is no longer required for the work, it shall be removed from the work site. Protection of construction materials and equipment stored at the site from weather, theft, damage and all other adversity is solely the responsibility of the Successful bidder.

#### **CONTRACT INCORPORATION**

This contract embodies the entire contract between the COUNTY and the Bidder. The complete contract will include the entire contents of the "Notice to Bidders" and all pages that make up this IFB, including but not limited to the General Provisions, Terms and Conditions, Special Provisions, any and all addenda, all of Bidder's successful submittals, all supplemental agreements, all change orders, all bond(s), and any and all written agreements which alter, amend, or extend the contract.

### **CONTRACT LENGTH**

This Invitation for Bids (IFB) is for awarding the contract as furnish, deliver (FOB Nogales) and install contract to cover a **(90) NINETY DAY** contract period from the issuance of the "Notice to Proceed", attached hereto as "*Exhibit 15*" and incorporated herein by this reference, on the SANTA CRUZ COUNTY, ARIZONA ("COUNTY") NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY EQUIPMENT B-01-20-CO01.

### **COOPERATION BETWEEN BIDDERS**

The COUNTY reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are granted within the limits of any one project, each Bidder must conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other Bidders. Bidders working on the same project must cooperate with each other as directed by the COUNTY. Each Bidder involved must assume all liability, financial or otherwise, in connection with the contract and must protect and save harmless the COUNTY from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Bidders working within the limits of the same project.

### **DAMAGE**

The Bidder will be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the Bidder or Bidder's employee or SUB-CONTRACTOR while working on the COUNTY's premises. The Bidder must immediately report to the COUNTY any damages to the premises resulting from services performed under this contract. ***The Bidder will be responsible for restoring or replacing with equivalent quality and quantity any equipment, supplies, facilities, or other COUNTY assets so damaged.*** The COUNTY reserves the right to deduct as liquidated damages the replacement value (including any installation costs) equivalent to COUNTY assets that were damaged by Bidder or Bidder's employees or SUB-CONTRACTOR and which were not replaced by the Bidder before the completion of the contract

### **EXECUTION OF CONTRACT**

***Time is of the essence of this contract.*** The Successful Bidder must execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidence of insurance within **THIRTY (30) DAYS** from the date the "Notice of Award" is ***personally delivered*** to Successful Bidder **or** within **THIRTY FIVE (35) DAYS** from the date the "Notice of Award" is ***mailed*** to Successful Bidder.

One copy of the contract will be returned to the Bidder after the COUNTY executes the contract. In case of failure of the Bidder to execute and return the contract and all required documents within the time allowed, the COUNTY, at its option, may consider that the bidder has abandoned the contract, in which case the bid security bond will be forfeited by the bidder and become the property of the COUNTY.

### **F.O.B. POINTS & SHIPPING CHARGES**

All prices shall be quoted F.O.B. destination: **163 North Morley Avenue, Nogales, AZ 85621**. The term "FOB-destination" indicates where title to the goods transfers from seller to the buyer. The County desires title to transfer at the time it accepts the work performed, installation is complete and all equipment has been tested to the satisfaction of NCD.

### **FORCE MAJEURE**

If execution of this contract will be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Bidder, the Bidder must notify the COUNTY, in writing, within **TWENTY-FOUR (24) HOURS**, after the delay. Such causes may include but are not limited to acts of nature, war, or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

### **INDEMNIFICATION CLAUSE**

The CONTRACTOR agrees to defend, indemnify, save and hold harmless the County of Santa Cruz, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as "indemnitee," from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the CONTRACTOR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the COUNTY.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

### **INSURANCE REQUIREMENTS**

CONTRACTOR and SUB-CONTRACTORS shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or SUB-CONTRACTORS.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or SUB-CONTRACTORS. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - CONTRACTOR shall provide coverage with limits of liability not less than those stated below:

*1. Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR**".

**2. *Automobile Liability***

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR**".

**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** against the County of Santa Cruz.

**4. *Builders' Risk Insurance or Installation Floater***

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The County of Santa Cruz, the CONTRACTOR, SUB-CONTRACTORS, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Santa Cruz, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR, and continue without interruption during

construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

- f. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.
- g. CONTRACTOR is responsible for the payment of all policy deductibles.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.
2. The CONTRACTOR'S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after **THIRTY (30) DAYS** prior written notice has been given to the County. Such notice shall be sent directly via *Certified Mail—Return Receipt Requested* to the following person and address:

Mary Dahl, Special Projects  
Santa Cruz County  
Board of Supervisors Offices  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** CONTRACTOR shall furnish the COUNTY with certificates of insurance (ACORD form or equivalent approved by the COUNTY) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the COUNTY before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the following person and address:

Mary Dahl, Special Projects  
Santa Cruz County  
Board of Supervisors Offices  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

The COUNTY project/contract number and project description must be noted on the certificate of insurance. The COUNTY reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUB-CONTRACTORS:** CONTRACTOR'S certificate(s) shall include all SUB-CONTRACTORS as additional insureds under its policies *or* CONTRACTOR shall furnish to the COUNTY separate certificates and endorsements for each SUB-CONTRACTOR. All coverages for SUB-CONTRACTORS shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made and approved by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

#### **NON-EXCLUSIVE CONTRACT**

Bidder understands that this Contract is nonexclusive and is for the sole convenience of the COUNTY. The COUNTY reserves the right to obtain like services from other sources for any reason.

#### **OPTION TO EXTEND**

This contract may be extended for a period of **ONE (1) MONTH** up to a maximum of two **ONE (1) MONTH** options with the approval of the Santa Cruz County Board of Supervisors and the bidder(s). The bidder will be notified by the COUNTY of its intention to extend the contract period.

#### **SAFETY STANDARDS**

All item(s) offered by the bidder must conform to all safety orders of the State or Arizona.

#### **TERMINATION OF CONTRACT**

The COUNTY reserves the right to terminate this contract at any time, at its discretion and without cause, elect to terminate this contract by serving upon the CONTRACTOR **THIRTY (30) DAYS** advance written notice of such intent to terminate. In such event, COUNTY shall pay CONTRACTOR only the actual cost of its completed work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CONTRACTOR shall be entitled to profit and overhead on completed work only, but shall not be entitled to anticipated profit or anticipated overhead.

This contract may be terminated at any time without advance notice and without further obligation of the COUNTY, when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract. COUNTY retains all legal remedies in such case including but not limited to the right to perform the work with reimbursement by CONTRACTOR for costs and expenses incurred by COUNTY exceeding the contract amount.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY will have no further obligation to Contactor, other than to pay for services rendered before termination.

**UNUSED**

Unless specifically provided to the contrary, all material must be new and unused and of the current production year for this IFB.

**WARRANTY, MANUFACTURER**

Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of COUNTY operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement would supersede the Successful Bidder Warranty requirement of this solicitation.

The COUNTY will specify the particular location for delivery upon placing the order. The Bidder shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and all related charges shall be the responsibility of the Bidder. All claims for visible or concealed damage shall be filed by the Bidder. The COUNTY will notify the Bidder promptly of any damaged goods and shall assist the Bidder in arranging for inspection.

**WARRANTY, SUCCESSFUL BIDDER**

Successful Bidder warrants to COUNTY that, in addition to the specific product and equipment warranties, the construction, including all material and equipment furnished as part of the project, shall be new unless otherwise specified in the contract documents, of good quality, in conformance with the contract documents and free of defects in materials and workmanship.

Successful Bidder's warranty obligation shall be for one year from Substantial Completion. "Substantial Completion" means when the work, or an agreed upon portion of the work, is sufficiently complete so that COUNTY can occupy and use the project or a portion thereof for its intended purposes. This may include but is not limited to i) all systems in place, functional and displayed to the COUNTY or its representative; (ii) all materials and equipment installed;(iii) all systems reviewed and accepted by the COUNTY

**ONE (1) YEAR** for workmanship, materials used, and construction.

**Correction of Defective Work**

- A. CONTRACTOR agrees to correct any work that is found to not be in conformance with the Contract Documents including that part of the work subject to the warranty in this section within a period of **ONE (1) YEAR** from the date of Substantial Completion of the work or any portion of the work, or within such longer period to the extent required by the contract documents. A progress payment, or partial use or occupancy of the project by the COUNTY, shall not constitute acceptance of work not in accordance with the contract documents.

- B. CONTRACTOR shall take meaningful steps to commence correction of non-conforming work subject to the Warranty Section above, within **SEVEN (7) DAYS** of receipt of written notice from COUNTY. This includes the correction, removal or replacement of the non-conforming work and any damage caused to other parts of the work affected by the non-conforming work. If CONTRACTOR fails to commence the necessary steps within such seven-day period, COUNTY, in addition to any other remedies provided under the contract documents, may provide CONTRACTOR with written notice that COUNTY will commence correction of such non-conforming work with its own forces.
- C. If COUNTY does perform such corrective work, CONTRACTOR shall be responsible for all reasonable costs incurred by COUNTY in performing such correction.
- D. Non-Conforming work that creates an emergency requiring an immediate response, the CONTRACTOR will respond and initiate corrections within **TWENTY-FOUR (24) HOURS**.
- E. The one-year period referenced in the Warranty section above applies only to CONTRACTOR'S obligation to correct non-conforming work and is not intended to constitute a period of limitations for any other rights or remedies COUNTY may have regarding CONTRACTORS other obligations under the contract documents.

**WARRANTY BY BIDDER**

If Applicable, Successful Bidder must fully warrant all service against poor and inferior quality or workmanship for a periods identified above from the date of final acceptance by the COUNTY. *Time is of the essence of this contract.* Successful Bidder must repair or replace any inoperable materials or equipment, or improperly performed work, in a timely manner (not more than **SIXTY [60] DAYS**) during the warranty period.

## **GENERAL SPECIFICATIONS**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY  
EQUIPMENT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-01-20-CO01  
CDBG Contract No. 122-20

### **1.0 SPECIFICATIONS**

Santa Cruz County desires bids to be submitted for the following project:

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY EQUIPMENT FOR SANTA CRUZ COUNTY, ARIZONA - BID NUMBER: B-01-20-CO01 - CDBG Contract No. 122-20

### **1.1 GENERAL REQUIREMENTS**

All items shall be in accordance with the requirements described in this Invitation for Bids (IFB). The bid will be awarded to those who demonstrate to Santa Cruz County by their response to this IFB that they can supply the COUNTY in accordance with these specifications.

### **1.2 DETAILED SPECIAL PROVISIONS**

The Detailed Special Provisions are included as part of this IFB.

### **2.0 WARRANTY**

The Bidder warrants that all items furnished hereunder, including construction, shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The Bidder shall indicate on a separate written sheet that is submitted with the bid the exact conditions of their warranty.

The Bidder agrees that they will, at their own expense, provide all labor and parts required to repair and/or replace any such defective workmanship and/or materials that become or are found to be defective during the term of this warranty. The Bidder shall guarantee that any products used to replace defective or non-performing products comply or exceed the requirements of the specifications and the special terms and conditions.

The COUNTY will accept the following warranty, in addition to the specific manufacturer product and equipment warranties:

**ONE (1) YEAR** from Substantial Completion.

Guarantee shall be to replace and install any part that may break or fail in any manner because of defective material and/or workmanship (other than normal wear) within this guarantee period, free of all charges or cost to the COUNTY at delivery point. This warranty shall be inclusive at no charge to the COUNTY for the stated period.

Additionally, all bidders are invited to offer any and all extended warranty arrangements that they are prepared to offer to the COUNTY. The cost, if any, on such warranties shall be stated separately on pricing pages of the bid package.

**3.0 SECTION OMITTED INTENTIONALLY**

**4.0 STANDARDS**

All bidder(s) shall certify that the all materials used during and for construction meet or exceed the latest revised Occupational Safety and Health Administration (“OSHA”) and Federal Safety Standards.

**5.0 PRICING**

The Unit Cash Purchase Price for the construction bid should include any equipment, delivery, installation, other costs, and taxes associated with this IFB.

All bidders shall agree to hold their prices for **NINETY (90) DAYS** from the date of bid opening.

The bidder is required to show exactly what is being offered by completing the bid form and pricing sheet. Failure to comply with this requirement may cause the bid to be disqualified.

**6.0 DELIVERY AND INSTALLATION**

Delivery and installation of all equipment shall be to the NCD Commercial Kitchen at 163 North Morlety Avenue, Nogales, AZ 85621. Delivery period shall commence from the date of the “Notice to Proceed”, attached hereto as “*Exhibit 15*” and incorporated herein by this reference, and all orders shall be completed, delivered and installed within the 90 (Ninety) days. The successful bidder(s) further may be required to furnish the COUNTY with periodic progress reports confirming status of delivery dates as originally shown in their bid proposal. All arrangements for delivery and installation activities shall be made in coordination with NCD.

**7.0 NON-EXCLUSIVE**

The COUNTY reserves the right to purchase items/services listed herein from other vendors if it is deemed in the best interest of the COUNTY to do so.

**8.0 BID FORM:**

The “Bid Form,” attached hereto as “*Exhibit 3*” and incorporated herein by this reference, for this IFB must be completed and signed by the Bidder. Failure to complete and sign this page may cause the Bid to be rejected. In the event the bidder is deviating or suggesting a different approach to the specifications and/or the terms and conditions they must use the Deviation/Exemption Form. Failure to fully explain exceptions taken may cause the Bid to be rejected. Bidders are encouraged to augment the Bid Form as appropriate with equipment quotes worksheets similar to those provided as example attachments to Exhibit 3.

**9.0 EVALUATION AND AWARD:**

Bids will be considered on units complying substantially with specifications provided each deviation is stated and the substitution is described, including technical data when applicable, in a letter or itemized quote sheet attached to the bid. The placement of a price in the Bid Form Sheet shall be

considered recognition that the Bidder is aware of what the Bid Item requires and that their Bid Price is compliant with specifications detailed in the IFB. If no price is listed in a Bid Item then the COUNTY assumes the Bidder is not bidding on that bid item and the COUNTY reserves the right to award that Bid Item to another Bidder. Additional accessory items required for installation may be listed below the Bid Item.

A recommendation for award will be made to the lowest responsible bidder whose bid conforms to the invitation for bids, and in accordance with Arizona law.

**10.0 TIME AND LIQUIDATED DAMAGES:**

It is understood and agreed that the construction of the work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by the COUNTY and shall be completed by the CONTRACTOR within **NINETY (90) CONSECUTIVE DAYS**. The Contract Time is the period of time specified above, hereof as follows; consecutively running from (1) the date specified in the Notice to Proceed as the date upon which the CONTRACTOR is to commence the work (the "Start Date"), through (2) the Finish Date. The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly as such rate of progress as will insure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.

If the Final Completion Date (as defined below) occurs after the expiration of the Contract Time, the CONTRACTOR shall pay the COUNTY *the sum of \$1,000.00 per day as liquidated damages for each calendar day* the work remains incomplete after expiration of the Contract Time. This amount is agreed upon because of the impracticability and extreme difficulty to ascertaining the actual damages the COUNTY would sustain. It is expressly agreed that the amount of liquidated damages set forth herein is reasonable. Said amounts may be retained from time to time by the COUNTY from payment due the CONTRACTOR.

The date of Completion of the work, or designated portion therefore, is the date certified in writing by the COUNTY when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so the COUNTY may occupy the project, or a designated portion thereof, if so elected, for the use for which it is intended. Certification of a designated portion of the work by the COUNTY as being "Complete" and occupancy of that portion thereafter by Owner shall neither release, or otherwise operate to excuse, the CONTRACTOR from the duty to complete the remainder of the work within the Contract Time nor relieve the CONTRACTOR from any liability for not completing the remainder of the work within the Contract Time including liability for the liquidated damages.

The Final Completion Date is the calendar date when all items of the work are one-hundred-percent (100%) finished, with no items of any scope, large or small, outstanding and remaining to be constructed, and all known defective work has been corrected. When the COUNTY certifies, in writing, that the Final Completion Date has been reached and the COUNTY has approved the work, the CONTRACTOR may make application for the Final Payment.

In any case where the terms of any other provision of the Contract may be constructed to be in conflict with any term regarding time for completion of the Project, interpretation of the conflicting terms that gives precedence to the term regarding time for completion shall govern.

**11.0 FINAL PAYMENT:**

After Receipt of a final payment request, COUNTY shall make final payment **SIXTY (60) DAYS** after the receipt by the COUNTY, provided that CONTRACTOR has completed all of the work in conformance with the contract documents and a Final Acceptance Letter has been issued by the COUNTY.

At the time of submission of its final Payment Request, CONTRACTOR shall provide the following information:

1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the work which will in any way affect COUNTY's interest.
2. A general release executed by CONTRACTOR waiving, upon receipt of final payment by CONTRACTOR, all claims, except those claims previously made in writing to COUNTY and remaining unsettled at the time of final payment; and
3. Consent of CONTRACTOR'S surety, to final payment.

**11.1 PAYMENTS TO SUB-CONTRACTORS OR SUPPLIER:**

CONTRACTOR shall pay its SUB-CONTRACTORS or suppliers within **SEVEN (7) DAYS** of receipt of each progress payment from the COUNTY. The CONTRACTOR shall pay for the amount of work performed or materials supplied by each SUB-CONTRACTOR or supplier as accepted and approved by the COUNTY with each progress payment. In addition, any reduction of retention by the county to the CONTRACTOR shall result in a corresponding reduction to SUB-CONTRACTORS or suppliers who have performed satisfactory work. CONTRACTOR shall pay SUB-CONTRACTORS or suppliers the reduced retention within **FOURTEEN (14) CALENDAR DAYS** of the payment of the reduction of the retention to the CONTRACTOR. No Contract between CONTRACTOR and its SUB-CONTRACTORS and suppliers may materially alter the rights of any SUB-CONTRACTOR or supplier to receive prompt payment and retention reduction as provided herein.

If the CONTRACTOR fails to make payments in accordance with these provisions, the COUNTY may take any one or more of the following actions and CONTRACTOR agrees that the COUNTY may take such actions:

1. To hold the CONTRACTOR in default under this Contract;
2. Withhold future payments including retention until proper payment has been made to SUB-CONTRACTORS or suppliers in accordance with these provisions;

3. Reject all future offers to perform work for the county from the CONTRACTOR for a period not to exceed one year from Substantial Completion date of the Project; or
4. Terminate this Contract.

Should the COUNTY fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

CONTRACTOR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

## **12.0 RECORD KEEPING AND FINANCE CONTROLS**

Records of the CONTRACTOR'S direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the county and CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available for **FIVE (5) YEARS** after Final Acceptance of the Project.

The COUNTY, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CONTRACTOR'S records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

The COUNTY reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CONTRACTOR'S records, the audit discloses the CONTRACTOR has provided false, misleading or inaccurate cost and pricing data.

The CONTRACTOR shall include a similar provision in all of its agreements with Subconsultants and SUB-CONTRACTORS providing services under the Contract Documents to ensure the COUNTY, its authorized representative, and/or the appropriate federal agency, has access to the Sub-Consultants' and SUB-CONTRACTORS' records to verify the accuracy of cost and pricing data.

The COUNTY reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in SUB-CONSULTANT'S and SUB-CONTRACTOR'S contracts, and one or more SUB-CONSULTANTS and/or SUB-CONTRACTORS do not allow the county to audit their records to verify the accuracy and appropriateness of pricing data.

## **13.0 CLAIMS AND DISPUTES**

### **13.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF.**

If CONTRACTOR believes that it is entitled to relief against the COUNTY for any event arising out of or related to work, the CONTRACTOR shall provide written notice to the COUNTY of the Basis for its claim or relief.

Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

In the absence of any specific notice requirement, written notice shall be given to the COUNTY by the CONTRACTOR within a reasonable time, not to exceed **TWENTY-ONE (21) DAYS**, after the occurrence giving rise to the claim for relief or after the CONTRACTOR reasonably should have recognized the event or condition giving rise to the request, whichever is later.

Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### **13.2 DISPUTE AVOIDANCE AND RESOLUTION**

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CONTRACTOR and COUNTY each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work.

CONTRACTOR and COUNTY will first attempt to resolve disputes or disagreements at the field level through discussions between CONTRACTOR'S Representative and COUNTY's Representative.

If a dispute or disagreement cannot be resolved through CONTRACTOR'S Representative and COUNTY's Representative, CONTRACTOR'S Senior Representative and COUNTY's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than **THIRTY (30) DAYS** after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

### **13.3 DUTY TO CONTINUE PERFORMANCE**

Unless provided to the contrary in the Contract Documents, CONTRACTOR shall continue to perform the work and county shall continue to satisfy its payment obligations to CONTRACTOR, pending the final resolution of any dispute or disagreement between CONTRACTOR and COUNTY.

**SPECIAL PROVISIONS**  
SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
NOGALES COMMUNITY DEVELOPMENT (NCD) COMMERCIAL KITCHEN FACILITY  
EQUIPMENT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-01-20-CO01  
CDBG Contract No. 122-20

**COMPLIANCE WITH SAFETY & HEALTH REGULATIONS**

Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the County harmless for any failure to so conform.

**DELIVERY TIME**

The CONTRACTOR will coordinate delivery and installation with NCD.

Time is of the essence of this contract. Bidder shall state whether he meets the maximum delivery requirement on his Bid Form. The County reserves the right to cancel any order not received within the time stated by the Bidder in his bid. Bidders offering delivery times beyond forty-eight hours will be declared non-responsive and will not be considered for award.

**Attachment A**  
**Plan Set and Equipment List**

## LIST OF EXHIBITS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)

Exhibit Number	Description
1	Documents to be Submitted With Bid
2	Bid Exceptions / Deviations Information
3	Bid Form
4	List of Sub-Contractors / Material Suppliers
5	Non-Collusion Affidavit
6	Worker's Compensation Insurance Coverage Certification
7	Insurance Coverage Certification
8	Proposal Security Bond Certification
9	Statutory Payment Bond
10	Statutory Performance Bond
11	Notice of Intent to Award Contract
12	Notice of Award of Contract
13	Notice of Non-Award of Contract
14	Notice to Proceed
15	Application for Payment
16	Change Order
17	Certificate of Completion
18	Certificate Of Substantial Completion
19	Contract
20	Addenda (if any)

# **EXHIBIT 1**

## **DOCUMENTS TO BE SUBMITTED WITH BID**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

The following forms *must* be completed and submitted with your bid on or before the Bid Submittal Deadline:

1. Bid Exceptions / Deviations Information
2. Bid Form
3. List of Sub-Contractors / Material Suppliers
4. Non-Collusion Affidavit
5. Worker's Compensation Insurance Coverage Certification
6. Insurance Coverage Certification
7. Proposal Security Bond Certification
8. Statutory Payment Bond
9. Statutory Performance Bond
10. Addenda (if any)

Failures to complete, sign, and return the above-referenced bid documents may render your bid non-responsive.



## EXHIBIT 3 BID FORM

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

**To: Tara R. Hampton, Clerk  
Santa Cruz County Board of Supervisors**

From: \_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

Responding to an Invitation for Bids (“IFB”) on **Bid Number: B-01-20-CO01**, due on or before **May 28, 2020 AT 2:00 PM (ARIZONA TIME)**, the undersigned Bidder agrees to furnish and deliver all materials and equipment necessary to perform the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / Furnish, Deliver and Install Commercial Kitchen Equipment BID NUMBER: B-01-20-CO01 per the specifications in the IFB.

I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will therefore accept as full payment the amount shown below.

Bidder agrees; in addition to all terms and conditions specified in the IFB, that:

F.O.B. Points. Nogales Community Development Corp. Commercial Kitchen, 163 North Morley Avenue, Nogales, AZ 85621. F.O.B. destination indicates that the *Seller* is responsible for all shipment and delivery costs.

- Award. A recommendation for an award of contract will be made to the lowest responsible bidder whose bid conforms to the IFB and is most advantageous to the COUNTY in regard to price, conformity to the IFB specifications, and other factors.
- Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.
- Taxes. Bid should include all applicable taxes.

BID FORM (Continued)  
 Bid No. B-01-20-CO01

Please check your calculations before submitting your bid; the County will not be responsible for Bidder miscalculations.

**FURNISH MATERIALS AND DELIVERY \***

**BID SCHEDULE - Bid Number.: B-01-20-CO01**

ITEM NO. in Plan Set	QTY.	EQUIPMENT	UNIT COST	TOTAL COST
1	2	AIR CURTAIN / MARS		
3	1	HAND SINK, SURFACE MOUNTED – HAND WASHING STATION COMBO PACK		
4	3	HAND SINK, WALL MOUNTED		
5	3	SOAP AND TOWEL DISPENSER		
7	6	WIRE SHELVING STORAGE – SECURITY UNIT		
9 & 9.1	1/2	DISHWASHER RACK		
10	2	WALL SHELF WITH POT RACK		
11	1	3 COMPARTMENT SINK		
12	1	SINGLE RACK DISH WASHER		
13	LOT	STAINLESS STEEL WALL LINER		
16.1 & 16.2	LOT	STAINLESS STEEL WIRE SHELVING		
21	1	SCRAP SINK – include in 26		
22	1	PRE-RINSE ASSEMBLY		
23 & 23.1	5	WASTE RECEPTACLES WITH DOLLIES		
24	2	DISH RACK DOLLY		
26	1	SOILED DISH TABLE W/ LANDING		
27	4	WASTE CHUTE – include in 42		
30	2	HEAT LAMP		
34	1	CUSTOM COUNTER STORAGE BELOW		
35	1	SERVICE COUNTER, STAINLESS STEEL TOP		
36	3	REACH-IN REFRIGERATOR		
37	3	REACH-IN FREEZER		
38	1	FLOOR TROUGH		
42.1, 42.2, 42.3 & 42.4	4	PREP AND WORK TABLES WITH SINKS		
43 & 43.1	1	OVEN W/ BLUE HOSE GAS CONNECTOR KIT		
48 & 48.1	1	(8) BURNER RANGE ULTRA MAX W/ BLUE HOSE GAS CONNECTOR KITS		
50	1	GRIDDLE TOP RANGE		
51	1	REFRIGERATOR EQUIPMENT STAND		
52.1	1	BLUE HOSE GAS CONNECTOR KIT FOR CHARBROILER (EXISTING)		
54	1	(4) WELL HOT FOOD TABLE W/ STAND		
55	1	REFRIGERATED PREP TABLE		
57 & 57.1	1	POT BOILER W/ BLUE HOSE GAS CONNECTOR KIT		
61	1	MOP BROOM HOLDER		
	1	INSTALLATION		
			GRAND TOTAL	

\* Refer to Redacted Quote form for dimension and sub-items - Bidders are encouraged to submit similar standard proposal/quote form to augment bid information. Brands and similar source information where shown on Redacted Quote form are for illustrative purposes only.

BID FORM (Continued)

**TOTAL BID AMOUNT WRITTEN IN WORDS:**

\$ \_\_\_\_\_

**Term of Offer:** It is understood and agreed that this bid may not be withdrawn for a period of **ninety days (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

This bid will be awarded based upon the total amount of the bid as written in words. Where there is discrepancy between words and figures, **words will govern**. Where there is a discrepancy between the sum of the item unit price and total price, **unit price will govern**. Please check your calculations before submitting your bid. The COUNTY is not responsible for Bidder miscalculations.

The undersigned Bidder agrees to contract with the COUNTY to provide all necessary labor, supervision, machinery, tools, apparatuses, and other means to furnish all the materials specified in the contract in the manner and time prescribed therein, and that full payment in the amount set forth herein will be accepted. In their entirety, all Addenda and the following documents are incorporated herein by this reference and made a part of this contract:

1. Bid Exceptions / Deviations Information
2. Bid Form
3. List of Sub-Contractors / Material Suppliers
4. Non-Collusion Affidavit
5. Worker's Compensation Insurance Coverage Certification
6. Insurance Coverage Certification
7. Proposal Security Bond Certification
8. Statutory Payment Bond
9. Statutory Performance Bond
10. Addenda (if any)
11. Contract

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number

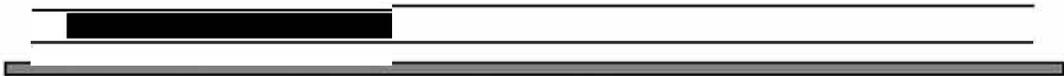
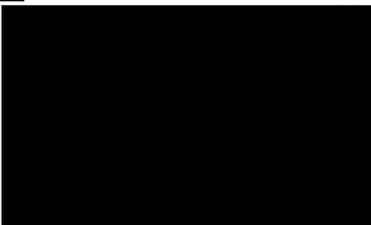
\_\_\_\_\_  
DUNS Number



# Quote

Project: Nogales Community Kitchen

From:



Item	Qty	Description	Sell	Sell Total
A		<b>PLANS AND SPECS</b> Per plans, Permit Set, dated 9/1/2017; Delta 1 dated 10/1/2017; No written specs provided; [REDACTED]		
1	2 ea	<b>AIR CURTAIN</b> LPV236-1UA-OB LoPro Series 2 Air Curtain, for 36" wide door, Unheated, (1) 1/6 HP motor, 115v/60/1-ph, Obsidian Black powder coated cabinet (Standard Production Color), cETLus		<By G/C>
NOT PART OF BID				
	2 ea	5 year parts warranty, standard		<By G/C>
	2 ea	Options WITHOUT time delay		<By G/C>
	2 ea	99-014 Steel Mechanical Universal Surface-mounted Plunger/Roller Switch		<By G/C>
	2 ea	09-057-OB LoPro Easy Install Top Mounting Kit, Unheated, Obsidian Black		<By G/C>
2		<b>SPARE NO.</b>		Spare
3	1 ea	<b>DROP-IN SINK</b> [REDACTED] Drop-In Sink, 1-compartment, 12-3/8"W x 18-1/2"D x 10-1/2"H overall size, (1) 10"W x 14" front-to-back x 5" deep compartment, includes deck mount faucet [REDACTED], 6"H splashes on sides & rear, includes basket drain [REDACTED], 304 stainless steel construction, 11-1/8" x 17" cutout required, lead free, NSF	[REDACTED]	[REDACTED]

		Description	Sell	Sell Total
Item	Qty			
	1 ea	<p>Hand Washing Station Combo Pack, wall mount, includes: (1) ultra fold towel dispenser with hand washing sticker &amp; (1) soap dispenser - bulk</p> <p><b>**NOTE: VERIFY MOUNTING LOCATION**</b></p>		
4	3 ea	<p><b>HAND SINK</b></p> <p>Hand Sink, wall mount, 14" wide x 10" front-to-back x 5" deep bowl, 4" O.C splash mount faucet (lead free), marine edge, side splashes on left &amp; right, includes basket drain &amp; wall mounting hardware, 304 stainless steel construction, NSF</p>		
5	3 ea	<p><b>PAPER TOWEL DISPENSER</b></p> <p>Hand Washing Station Combo Pack, wall mount, includes: (1) ultra fold towel dispenser with hand washing sticker &amp; (1) soap dispenser - bulk</p>		
6		<b>SPARE NO.</b>		Spare
7	6 ea	<p><b>SECURITY UNIT</b></p> <p>Security Unit, mobile, chrome plated finish, 52-3/4"W x 21-1/2"D x 68-1/2"H, no intermediate shelves, (2) 5MP/5MPB casters, NSF</p>		
	6 ea	<p>Shelf, wire, 48"W x 18"D, chrome plated finish, corner release system, NSF</p>		
9	1 ea	<p><b>DISHRACK</b></p> <p>CUSTOM FABRICATED S/S WALL MOUNTED DISHRACK; 84"L</p> <p><b>**VERIFY LOCATION**</b></p>		
9.1	2 ea	<p><b>DISHRACK</b></p> <p>CUSTOM FABRICATED S/S WALL-MOUNTED DISH RACK; 36"L</p>		
10	1 ea	<p><b>POT RACK</b></p> <p>CUSTOM FABRICATED S/S POT RACK; APPROX. 72"L</p>		
	12 ea	<p>Pot Hook, double prong, 304 stainless steel</p>		
11	1 ea	<p><b>THREE COMPARTMENT SINK</b></p> <p>CUSTOM FABRICATED S/S 3-COMPARTMENT SINK, PER PLANS; 156"L</p>		
	2 ea	<p>Commercial Series Faucet, splash-mounted, 8" centers, 12" swing spout, quarter-turn ceramic cartridge valve, low lead compliant</p>		
	2 ea	<p>Wrist Handle Kit (interchangeable with most brands)</p>		
	2 ea	<p>Wall Faucet Mounting Kit, (2) 1/2" NPS nipples &amp; (2) 1/2" NPT x 1/2" threaded ells, (2) washers, (2) locknuts, low lead compliant</p>		
	3 ea	<p>Lever Waste Drain, 3-1/2" sink opening, 2" NPS drain outlet, 1-1/2" reducer with rubber washer, 4-1/2" flange, stainless steel strainer &amp; handle, 1-1/4" overflow outlet with cap drain outlet: 2" NPS outer threads &amp; 1-1/2" female inner threads (overflow outlet accepts overflow head mode &amp; overflow elbow mode)</p>		

		Description	Sell	Sell Total
Item	Qty			
		█)		
12	1 ea	<b>DISHWASHER, DOOR TYPE</b> AF-3D-S Dishmachine, door type, low temp chemical sanitizing, straight-thru design, convertible to corner, (37) racks/hour, 1-1/2 HP pump, 20-1/2" door opening, auto start, air-gap fill, built-in chemical dispensing, built-in scrap accumulator		<By Owner>
NOT PART OF BID	1 ea	115v/60/1-ph, standard		<By Owner>
13	1 ea	<b>S/S WALL LINER</b> CUSTOM FABRICATED S/S WALL LINER		<Existing>
14	1 ea	<b>FRP</b> FRP IN DESIGNATED AREAS BY GC; NIKEC		<By G/C>
NOT PART OF BID				
15		<b>SPARE NO.</b>		Spare
16.1	1 ea	<b>WALL SHELF</b> CUSTOM FABRICATED S/S WALL SHELF; 15" X 60"L <b>**NOTE: S/S WALL SHELVING NOT RECOMMENDED UNDER HOOD**</b>	█	█
16.2	1 ea	<b>WALL SHELF</b> CUSTOM FABRICATED S/S WALL SHELF; 15" X 72"L	█	█
17		<b>SPARE NO.</b>		Spare
19	1 ea	<b>EXHAUST FAN</b> CONDENSATE EXHAUST FAN BY OTHERS; NIKEC <b>**DELETE FOR CHEMICAL/ LOW- TEMP DISHMACHINE??**</b>		<By G/C>
NOT PART OF BID				<By G/C>
20	1 ea	<b>MAKE-UP AIR</b> MAKE-UP AIR BY OTHERS; NIKEC <b>**DELETE FOR CHEMICAL/ LOW- TEMP DISHMACHINE??**</b>		<By G/C>
NOT PART OF BID				<By G/C>
21	1 ea	<b>SCRAP SINK</b> CUSTOM FABRICATED S/S SCRAP SINK, INCLUDED IN ITEM # 26		<Included>
22	1 ea	<b>PRE-RINSE FAUCET ASSEMBLY</b> █ █ pre-rinse Assembly, wall mount, 8" centers, spring action flexible gooseneck, 35"H stainless steel hose with 15" overhang & 1.2 GPM spray head, built in check valves, includes wall bracket & mounting kit, chrome plated brass base, low lead compliant, includes internal check valves to prevent backflow and cross contamination, NSF (interchangeable with most brands) (ships pre-assembled)	█	█
23	2 ea	<b>COMMERCIAL WASTE CONTAINER</b> █ Trash Can, 32 gallon, large, heavy duty, HDPE, gray (lid not included) (Qty Break = 1 each)	█	█
	2 ea	█ Dolly, 18" dia. x 6"H, round, holds up to 400 lbs., heavy duty, black, plastic (Qty Break = 6 each)		
23.1	3 ea	<b>TRASH RECEPTACLE, INDOOR</b>	█	█

Description

Item	Qty	Description	Sell	Sell Total
		Slender Trash Can, 23 gallon, HDPE, black (lid not included) (Qty Break = 1 each)		
24	2 ea	<b>RACK DOLLY</b> Dishwasher Rack Dolly, 20-3/4"W x 20-3/4"D x 5-1/2"H, 6063-T5 aluminum construction, accommodates 19-3/4" x 19-3/4" dishwasher racks, 3" swivel casters, NSF		
26	1 ea	<b>SOIL DISH TABLE</b> CUSTOM FABRICATED S/S SOIL DISHTABLE; L-SHAPED; WITH SCRAP SINK		
27	2 ea	<b>WASTE CHUTE</b> CUSTOM FABRICATED S/S WASTE CHUTE; INCLUDED IN ITEM #42 WHERE APPLICABLE		<Included>
31	1 ea	<b>POINT OF SALE</b> POS SYSTEM BY OTHERS; NIKEC		<By Other>
NOT PART OF BID				
33		<b>SPARE NO.</b>		Spare
34	1 ea	<b>WORK COUNTER</b> CUSTOM FABRICATED S/S WORK COUNTER; CABINET BASE CONSTRUCTION; WITH MID-SHELF AND DOORS; 168"L <b>**VERIFY DESIGN/ TYPE**</b>		
35	1 ea	<b>SERVICE COUNTER</b> CUSTOM FABRICATED S/S SERVICE COUNTER; 72"L		
38	1 ea	<b>FLOOR TROUGH</b> Floor Trough, 48"W x 12"D x 6" deep, 14 gauge stainless steel trough with 3/16" x 1" stainless steel grate with (2) 3/8" rod welded through & beehive dome strainer, sloped pan to center 3" drain, 1" recessed ledge, NSF		
42.1	1 ea	<b>PREP TABLE WITH SINK</b> CUSTOM FABRICATED S/S PREP TABLE W/ SINK; 36" UNDERSHELF; OPEN BASE REMAINDER; 120"L		
	1 ea	Commercial Series Faucet, splash-mounted, 8" centers, 10" swing spout, quarter-turn ceramic cartridge valve, low lead compliant		
	1 ea	Wrist Handle Kit (interchangeable with most brands)		
	1 ea	Wall Faucet Mounting Kit, (2) 1/2" NPS nipples & (2) 1/2" NPT x 1/2" threaded ells, (2) washers, (2) locknuts, low lead compliant		
	1 ea	Twist Waste with 1-1/4" Overflow Outlet with Cap, 3-1/2" sink opening, 2" NPS male threaded with 1-1/2" female threaded drain outlet (no adapter required), 4-1/2" flange, stainless steel strainer, flange & handle		

Item	Qty	Description	Sell	Sell Total
42.2	1 ea	<b>WORK TABLE</b> CUSTOM FABRICATED WORK TABLE; WITH UNDERSHELF AND TRASH CHUTE; 96"L		
42.3	1 ea	<b>WORK TABLE W/ HAND SINK</b> CUSTOM FABRICATED S/S WORK TABLE W/ OPENING FOR DROP-IN HAND SINK; W/ UNDERSHELF; 96"L		
42.4	1 ea	<b>WORK TABLE</b> CUSTOM FABRICATED S/S WORK TABLE W/ TRASH CHUTE (ITEM #27); W/ UNDERSHELF; 96"L		
43	1 ea	<b>CONVECTION OVEN, GAS</b> Convection Oven, double-deck, gas, standard depth, manual controls, temperature range 150° F - 500° F, one hour timer, 2-speed fans, (5) chrome racks with (12) rack positions per deck, porcelain liners, 50/50 solid doors, includes: stacking kit with casters (2 locking), stainless steel front, sides & top, 44.0kW, 150,000 BTU, cETLus, ETL-Sanitation, 1 ea Standard one year limited warranty on parts & labor 1 ea Natural Gas 1 ea Gas Connection, for double stacked ovens 1 ea 120v/60/1-ph, standard 1 ea Glass door on left add suffix "GL" to model number, per deck 1 st Casters, set of 4 (2 locking)		
43.1	1 kt	<b>BLUE HOSE GAS CONNECTOR KIT</b>		
44	2 ea	<b>EXHAUST HOOD</b> TYPE I EXHAUST HOOD		<Existing>
45	2 ea	<b>EXHAUST FAN</b> EXHAUST FAN; BY OTHERS		<By Other>
NOT PART OF BID	46	2 ea <b>MAKE UP AIR</b> MAKE UP AIR BY OTHERS; NIKEC		<By Owner>
NOT PART OF BID	47	<b>SPARE NO.</b>		Spare
48	1 ea	<b>RANGE, 48", 8 OPEN BURNERS</b> Heavy Duty Restaurant Range, gas, 48", (8) 32,000 BTU open burners, (2) 20" space saver ovens, (1) rack per oven, stainless steel front, sides, & high shelf, 6" chrome plated legs, 91.0kW, 310,000 BTU, ETL-Sanitation, 1 ea Standard one year limited warranty on parts & labor 1 ea Natural Gas 1 ea (2) Space saver ovens, standard		

		Description		
Item	Qty		Sell	Sell Total
	1 st	████████ Casters, set of 4 (2 locking)		
48.1	1 kt	BLUE HOSE GAS CONNECTOR KIT ████████ ██ ██ ██ ██ ██	████████	████████
48.1	1 kt	BLUE HOSE GAS CONNECTOR KIT ████████ ██ ██ ██ ██ ██	████████	████████
49		SPARE NO.		Spare
50	1 ea	GAS COUNTERTOP GRIDDLE ████████ Griddle, gas, 48" wide, countertop, 3/4" thick grooved griddle plate, (4) "U" shaped burners, thermostatic controls with pilot, side splash guards with splash back, removable grease tray, grease trough, stainless steel exterior, 35.0kW, 120,000 BTU, cETLus, ETL-Sanitation, Made in USA 1 ea Standard one year limited warranty on parts & labor 1 ea Specify Gas Type 1 ea ██████ Legs, 4", adjustable, brushed nickel (set of 4)	████████	████████0
51	1 ea	EQUIPMENT STAND, REFRIGERATED BASE ████████ ✓ Chef Base Refrigerator, one-section, 48-3/8"W, self-contained side mounted refrigeration, (2) heavy duty stainless steel drawers, 717 lbs. weight capacity, 16 gauge stainless steel worktop, digital controls with LED display, auto defrost, dual air chamber & vents, high heat insulation, stainless steel grips, worktop security corner guards, stainless steel interior & exterior, galvanized steel bottom & rear, (2) leg stabilizers, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 3.5 amps, cord, NEMA 5-15P, NSF, cETLus, ETL-Sanitation 1 ea Parts and labor: Total 3 years from installation date (there is no more additional 6 months warranty this time) 1 ea Compressor: Total 5 years from installation date 1 ea ██████ 5" Overall Height Casters Set of 4, (front 2 locking), standard	████████	████████
52.1	1 kt	BLUE HOSE GAS CONNECTOR KIT ████████ ██ ██ ██ ██ ██	████████	████████
53		SPARE NO.		Spare

Item	Qty	Description	Sell	Sell Total
<b>**NOTE: REFRIGERATED BASE UNDER CHARBROILER DELETED AS OWNER'S EXISTING UNIT IS ON LEGS**</b>				
54	1 ea	<b>HOT FOOD SERVING COUNTER / TABLE</b> Hot Food Table, electric, 62-7/16"W x 30-5/8"D x 34-3/8"H, (4) 12" x 20" wells (accommodates pan inserts up to 7-3/4" deep), individual infinite controls, stainless steel top, stainless steel 8"D support shelf with removable 3/8" thick poly cutting board, galvanized open base with undershelf, UL, NSF (120v)		
	1 ea	120v/60/1-ph, 2000 watts, 16.67 amps, cord with NEMA L5-30P, standard		
55	1 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b> Drawered Sandwich Prep Table, two-section, 71-1/8"W, 19.0 cu. ft. capacity, self-contained rear mounted refrigeration, stainless steel top with opening for (18) 1/6 size pans, (1) 1/2" thick insulated top lid, (1) solid hinged self-closing door, (2) heavy duty stainless steel drawers, (1) epoxy coated wire shelf, height adjustable clips, 12-1/4" removable cutting board, digital controls with LED display, auto defrost, front air breathing, stainless steel interior, stainless steel front, top & sides, galvanized steel bottom & rear, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.5 amps, cord, NEMA 5-15P, NSF, cETLus, ETL-Sanititation (drawer pans not included)		
	1 ea	Parts and labor: Total 3 years from installation date (there is no more additional 6 months warranty this time)		
	1 ea	Compressor: Total 5 years from installation date		
	1 ea	5" Overall Height Casters Set of 4, (front 2 locking), standard		
57	1 ea	<b>RANGE, STOCK POT, GAS</b> Stock Pot Range, gas, heavy-duty one-piece cast iron grate, standing pilot, manual on/off control valve, cool-to-touch stainless steel bull nose front, removable crumb tray, heavy-duty 6" legs with 1-1/2" adjustment, stainless steel construction, 100,000 BTU natural gas, 90,000 BTU LP, cCSAus, CSA		
	1 ea	1-year parts & labor warranty (excludes wear/expendable parts), standard		
	1 ea	Natural gas, standard		
	1 ea	Liquid propane gas conversion kit, standard		
57.1	1 kt	<b>BLUE HOSE GAS CONNECTOR KIT</b>		
59		<b>SPARE NO.</b>		Spare
60		<b>SPARE NO.</b>		Spare
61	1 ea	<b>MOP BROOM HOLDER</b>		

Description

Item Qty

Sell

Sell Total

[REDACTED]  
Mop Holder, 24" x 4", 18/8 stainless steel

---

B	1 ea	<b>INSTALLATION</b>	[REDACTED]	[REDACTED]
		RECEIVE, DELIVER, UNCRATE, AND SET IN PLACE ALL BUYOUT EQUIPMENT AND CUSTOM STAINLESS. ALL TABLES TO BE SEALED IN SANITARY MANNER. ALL ELECTRICAL, PLUMBING, AND MECHANICAL CONNECTION BY OTHERS. EXCLUDES ALL PERMITS, BACKFLOW PREVENTION, AIR BALANCING, AND OTHER SYSTEMS / ACCESSORIES NOT SPECIFICALLY LISTED.		

---

Merchandise	[REDACTED]
Freight	[REDACTED]
Total	[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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## EXHIBIT 4 LIST OF SUB-CONTRACTORS / MATERIAL SUPPLIERS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

**To: Tara R. Hampton, Clerk  
Santa Cruz County Board of Supervisors**

In compliance with the “Instructions to Bidders” in the Invitation for Bids, the undersigned submits the following names of *all* sub-contractors and material suppliers who will be used in performing the above-referenced project. The bidder certifies that all sub-contractors listed below are eligible to perform work on public projects pursuant to A.R.S. § 34-241(B). **Note:** If additional space is needed, the back side of this sheet may be utilized.

Name of Sub-Contractor or Material Supplier	Work to be Completed OR Material to be Supplied	Contractor’s License Number

\_\_\_\_\_  
Firm Submitting Bid                      DUNS#

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number



10. The bidder has not, directly or indirectly, divulged his or her bid price or any breakdown thereof to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid;
11. The bidder has not, directly or indirectly, divulged the contents of his or her bid to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; AND
12. The bidder has not, directly or indirectly, paid a fee, and he or she will not pay a fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

---

Firm Submitting Bid

---

Date

---

Mailing Address

---

Signature of Authorized Representative

---

City, State, & Zip Code

---

Printed Name of Authorized Representative

---

Telephone Number

**EXHIBIT 6**  
**WORKER'S COMPENSATION**  
**INSURANCE COVERAGE CERTIFICATION**  
*(Must be completed and submitted with bid.)*

SANTA CRUZ COUNTY, ARIZONA ("COUNTY")  
BID NUMBER: B-01-20-CO01

I, \_\_\_\_\_ (Name of Bidder), the owner of  
\_\_\_\_\_ (Name of Firm Submitting Bid), hereby certify that I have reviewed and understand the insurance coverage requirements specified in the Invitation for Bids (IFB) on Bid Number B-01-20-CO01 to complete the project. Additionally, I hereby agree to be insured against liability for worker's compensation or to undertake self-insurance, in accordance with the provisions of Arizona law, and comply with such provisions before commencing work on this project.

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number

**EXHIBIT 7**  
**INSURANCE COVERAGE CERTIFICATION**  
*(Must be completed and submitted with bid.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

I, \_\_\_\_\_ (Name of Bidder), the owner of  
\_\_\_\_\_ (Name of Firm Submitting Bid), hereby certify that I have reviewed and understand the insurance coverage requirements specified in the Invitation for Bids (IFB) on Bid Number B-01-20-CO01 to complete the project. Additionally, if I am awarded a contract to complete this project, I hereby further certify that I will meet the specified requirements for insurance, including insurance coverage of the sub-contractors, and name Santa Cruz County, Arizona as an Additional Insured on this project.

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number

**EXHIBIT 8**  
**PROPOSAL SECURITY BOND CERTIFICATION**  
*(Must be completed and submitted with bid.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

\_\_\_\_\_, shall hereinafter be referred to as “PRINCIPAL,”  
(FIRM SUBMITTING BID)

\_\_\_\_\_, shall hereinafter be referred to as “SURETY,” and  
(SURETY)

Santa Cruz County, Arizona shall hereinafter be referred to as “OBLIGEE.”

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**WHEREAS**, PRINCIPAL is submitting a bid on the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) BID NUMBER: B-01-20-CO01.

**THEREFORE**, pursuant to A.R.S. § 34-201(A)(3):

...[E]very proposal shall be accompanied by a certified check, cashier's check or surety bond for ten per cent of the amount of the bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. Notwithstanding any other statute, the surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the department of insurance pursuant to title 20, chapter 2, article 1. The surety bond shall not be executed by an individual surety or sureties, even if the requirements of section 7-101 are satisfied. The certified check, cashier's check or surety bond shall be returned to the contractors whose proposals are not accepted, and to the successful contractor on the execution of a satisfactory bond and contract as provided in this article. The conditions and provisions of the surety bid bond regarding the surety's obligations shall follow the following form:

Now, therefore, if the obligee accepts the proposal of the principal and the principal enters into a contract with the obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the

failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the principal pays to the obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

**IT IS HEREBY DECLARED, AGREED, AND CERTIFIED** that PRINCIPAL shall transmit with their bid a certified check, cashier's check or surety bond for ten per cent of the amount of the bid included in the proposal as a guarantee that the PRINCIPAL will enter into a contract to perform the proposal in accordance with the plans and specifications.

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number

**EXHIBIT 9**  
**STATUTORY PAYMENT BOND**  
**PURSUANT TO ARIZONA REVISED STATUTES**  
**TITLE 34, CHAPTER 2, ARTICLE 2**

*(For informational purposes only. Payment Bond shall be submitted and become part of the contract once the successful bidder has been selected.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

(Notwithstanding any other agreement, the penalty of this bond is deemed to be 100% of the amount of the Contract mentioned herein.)

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ (Firm Submitting Bid), hereinafter called the “PRINCIPAL,” as PRINCIPAL, and \_\_\_\_\_ (Surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the “SURETY”), are held and firmly bound unto Santa Cruz County, Arizona (hereinafter called the “OBLIGEE”), in the amount of \_\_\_\_\_ UNITED STATES DOLLARS (\$\_\_\_\_\_), for the payment whereof, the said PRINCIPAL and SURETY bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the PRINCIPAL has entered into a certain written contract with the OBLIGEE, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, which is attached hereto as “*Exhibit \_\_\_\_\_*” and incorporated herein by this reference, to complete the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) BID NUMBER: B-01-20-CO01.

**NOW, THEREFORE**, the condition of this obligation is such that, if the said PRINCIPAL promptly pays all monies due to all persons supplying labor or materials to the contactor or sub-contractors in the prosecution of the work provided for in said contract, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect.

**PROVIDED, HOWEVER, THAT** this bond having been required of the said PRINCIPAL in order to comply with the provisions of Arizona Revised Statutes, Title 34, Chapter 2, Article 2, all rights and remedies on this bond shall insure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judgment thereof.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

PRINCIPAL

By \_\_\_\_\_

---

SURETY

SEAL

By \_\_\_\_\_

---

AGENCY OF RECORD

---

AGENCY ADDRESS

(ATTACH AGENT'S POWER OF ATTORNEY)

**EXHIBIT 10**  
**STATUTORY PERFORMANCE BOND**  
**PURSUANT TO ARIZONA REVISED STATUTES**  
**TITLE 34, CHAPTER 2, ARTICLE 2**

*(For informational purposes only. Performance Bond shall be submitted and become part of the contract once the successful bidder has been selected.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

(Notwithstanding any other agreement, the penalty of this bond is deemed to be 100% of the amount of the Contract mentioned herein)

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ (Firm Submitting Bid), hereinafter called the “PRINCIPAL,” as PRINCIPAL, and \_\_\_\_\_ (Surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the “SURETY”), are held and firmly bound unto Santa Cruz County, Arizona (hereinafter called the “OBLIGEE”), in the amount of \_\_\_\_\_ UNITED STATES DOLLARS (\$\_\_\_\_\_), for the payment whereof, the said PRINCIPAL and SURETY bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the PRINCIPAL has entered into a certain written contract with the OBLIGEE, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, which is attached hereto as “*Exhibit \_\_\_\_\_*” and incorporated herein by this reference, to complete the SANTA CRUZ COUNTY, ARIZONA (“COUNTY BID NUMBER: B-01-20-CO01).

**NOW, THEREFORE**, the condition of this obligation is such that, if the said PRINCIPAL faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of said contract and any extension thereof, with or without notice to the SURETY, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then the above obligation shall be void. Otherwise, the obligation shall remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Arizona Revised Statutes, Title 34, Chapter 2, Article 2, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY                      SEAL

By \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

(ATTACH AGENT'S POWER OF ATTORNEY)

**EXHIBIT 11**  
**NOTICE OF INTENT TO AWARD CONTRACT (“NOTICE”)**

Month Day, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)**

**BID NUMBER: B-01-20-CO01**

Dear Firm Submitting Bid:

The COUNTY has reviewed and considered your proposal for the above-referenced project and you are hereby notified that the COUNTY accepts your proposal in the amount of **WRITTEN AMOUNT IN UNITED STATES DOLLARS** (\$ \_\_\_\_\_.) and intends to extend to you a construction contract to complete the project. However, before the contract is awarded to you, you must confirm your receipt and review of this Notice by returning an original, executed copy of it to me on or before the \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2020 AT 5:00 P.M. (ARIZONA TIME)** at the following address Mary Dahl, Special Projects, Santa Cruz County Board of Supervisors Offices, 2150 North Congress Drive, Suite 119, Nogales, Arizona 85621.

Upon my receipt of your executed Notice, I will send you a “Notice of Award of Contract” shortly thereafter with further instructions for you. In the meantime, you are not authorized to commence work on the project until you receive a “Notice to Proceed” from the COUNTY, which will be issued upon your and the COUNTY’s execution of the contract for this project and your furnishing of all required statutory payment and performance bonds and certificates of insurance to the COUNTY.

SANTA CRUZ COUNTY

FIRM SUBMITTING BID

\_\_\_\_\_  
Mary Dahl, Special Projects

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

**EXHIBIT 12**  
**NOTICE OF AWARD OF CONTRACT (“NOTICE”)**

Month Day, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)**  
**BID NUMBER: B-01-20-CO01**

Dear Firm Submitting Bid:

You are hereby notified that the COUNTY has awarded you the construction contract for the above-referenced project in the amount of **WRITTEN AMOUNT IN UNITED STATES DOLLARS** (\$ \_\_\_\_\_). (Additionally, deduct/add alternates in the amounts for a total of \$ \_\_\_\_\_).

On or before the \_\_\_\_\_ **DAY OF** \_\_\_\_\_, **2020 AT 5:00 P.M. (ARIZONA TIME)**, you must provide the following to the COUNTY:

1. **THREE (3) COPIES** of the enclosed **CONTRACT**. The contract (and attachments thereto) must be signed by an authorized representative and corporate seals should be affixed where appropriate.
2. **ONE (1) COPY** of the **STATUTORY PAYMENT BOND** to the COUNTY in the amount of the construction contract.
3. **ONE (1) COPY** of the **STATUTORY PERFORMANCE BOND** to the COUNTY in the amount of the construction contract.
4. **ONE (1) COPY** of a **CERTIFICATE OF INSURANCE** that meets the minimum coverage requirements set forth in the in the contract, including Worker's Compensation. The COUNTY must be designated as additional insured on the insurance policy.

Within **TEN (10) DAYS** from the date of your compliance with all of these conditions, the COUNTY will send you one copy of the fully executed contract and keep the other two copies for itself. Please note that if you do not comply with these conditions, the COUNTY will consider your proposal abandoned and annul this Notice of Award of Contract.

I congratulate you on being selected as the recipient of this Notice of Award of Contract and look forward to having you on board to complete this project.

If you have any questions or concerns, please do not hesitate to contact me at (520) 375-7681.

Sincerely,

Mary Dahl, Special Projects  
Santa Cruz County

Enclosures: Contract (3 unexecuted copies)

**EXHIBIT 13**  
**NOTICE OF NON-AWARD OF CONTRACT**

Month Date, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)**  
**BID NUMBER: B-01-20-CO01**

Dear Firm Submitting Bid:

You are hereby notified that your proposal for the above-referenced project was considered but not accepted. Accordingly, I regret to inform you that you will not be awarded a contract for this project. However, I thank you for your submission and hereby notify you that the Clerk of the Santa Cruz County Board of Supervisors will return your Bid Bond to you in short order.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Mary Dahl, Special Projects  
Santa Cruz County

Cc: Tara R. Hampton, Clerk

**EXHIBIT 14  
NOTICE TO PROCEED**

Month Date, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01**

Dear Firm Submitting Bid:

You are hereby instructed to commence work on the above-referenced project on the \_\_\_\_ **DAY OF \_\_\_\_\_, 2020**. You have **NINETY (90) CONSECUTIVE DAYS** from this date to complete the project, which means that the project must be complete on or before the \_\_\_\_ **DAY OF \_\_\_\_\_, 2020**.

If you have any questions or concerns, please do not hesitate to contact me at (520) 375-7830.

Sincerely,

Mary Dahl, Special Projects  
Santa Cruz County

**EXHIBIT 15  
APPLICATION FOR PAYMENT**

**APPLICATION FOR PAYMENT NO.** \_\_\_\_\_

To: \_\_\_\_\_(COUNTY)

From: \_\_\_\_\_(CONTRACTOR)

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

COUNTY'S Contract No. \_\_\_\_\_ CONSULTANT'S Project No. \_\_\_\_\_

For work accomplished through the date of: \_\_\_\_\_

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders (+ or -):	\$ _____
3.	Amended Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
	5. Retainage (per Agreement):	
	_____ % of completed work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage ( 4 minus 5 ):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<b>\$ _____</b>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from COUNTY on account of work done under the above-referenced contract have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to COUNTY at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to COUNTY indemnifying COUNTY against any such lien, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
CONSULTANT

By: \_\_\_\_\_

## EXHIBIT 16 CHANGE ORDER

No.: \_\_\_\_\_

Date of Issuance:	Effective Date:
Owner:	
Contractor:	
Contract:	
Project:	
Owner's Contract No.	Consultant's Contract No.

**You are directed to make the following changes in the Contract Documents:**

Description:	
Reason for Change Order:	
Attachments (List documents supporting changes)	

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Net Increase (Decrease) From Previous Change Orders: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Contract Price Prior to This Change Order: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Net Increase (Decrease) of This Change Order: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Contract Price With All Approved Change Orders: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)

**RECOMMENDED:**

**APPROVED:**

**ACCEPTED:**

\_\_\_\_\_  
CONSULTANT (Authorized)

\_\_\_\_\_  
OWNER (Authorized)

\_\_\_\_\_  
CONTRACTOR (Authorized)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 17**  
**CERTIFICATE OF COMPLETION**  
*(To be completed by Contractor.)*

SANTA CRUZ COUNTY, ARIZONA ("COUNTY")  
BID NUMBER: B-01-20-CO01

I hereby certify that all goods and/or services required by the COUNTY have been delivered in accordance with the Contract Documents and Bid Specifications and that all activities required by the COUNTY have been completed as of \_\_\_\_\_.  
(Date)

Firm Name: \_\_\_\_\_

Principal: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 18**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**  
*(To be completed by Engineer.)*

SANTA CRUZ COUNTY, ARIZONA ("COUNTY")  
BID NUMBER: B-01-20-CO01

I hereby certify that in accordance with the Contract Documents and Bid Specifications, the work on the above-referenced project is substantially complete as of \_\_\_\_\_.  
(Date)

Firm Name: \_\_\_\_\_

Principal: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT 19 CONTRACT**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

THIS Contract is entered into between Santa Cruz County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and <CONTRACTOR>, hereinafter called CONTRACTOR, collectively referred to as the Parties.

### **WITNESSETH**

**WHEREAS**, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and material required to construct SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / FURNISH, DELIVER AND INSTALL COMMERCIAL KITCHEN EQUIPMENT BID NUMBER: B-01-20-CO01 and,

**WHEREAS**, CONTRACTOR is qualified and willing to provide such services; and

**WHEREAS**, CONTRACTOR submitted the low responsive, responsible bid in response to **BID NUMBER: B-01-20-CO01** for the COUNTY for said work is qualified and willing to provide such services; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

### **ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract as approved by the Procurement Director commences on the date of the signature of the Chairman of the Santa Cruz County Board of Supervisors (“Board of Supervisors”) and terminates on <Termination Date> unless sooner terminated or further extended pursuant to the provisions of this Contract.

Completion time for the work to be performed under this Contract will be **NINETY (90) CONSECUTIVE DAYS** after the date of the “Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Special Projects CDBG person, County Manager, or the County Board of Supervisors must approve change orders to the Contract or the scope of services before CONTRACTOR performs the work authorized by the Change Order.

### **ARTICLE 2 – SCOPE OF SERVICES**

CONTRACTOR will provide for the COUNTY all labor, materials and equipment necessary to complete the project as described in the proposal incorporated into this Contract. All work will be done per specifications called for in the bid documents as contained in the Santa Cruz County Invitation for Bids (IFB) on Bid Number: B-01-20-CO01 and the exhibits thereto, the general conditions to this Contract, and <Insert other additional specific documents>, which are incorporated herein by this reference.

### **ARTICLE 3 – COMPENSATION AND PAYMENT**

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR will provide detailed documentation in support of requested payment. The CONTRACTOR must cite the Contract number on all invoices. Payments will be made in accordance with Arizona Revised Statutes (“A.R.S.”) § 34-221.

Total payment for this Contract will not exceed <Dollar Amount Spelled Out (\$XX,XXX.XX)>. Payment for this Contract will be made based on **BID FOR Furnishing, Delivering and Installing at 163 North Morley Avenue, Nogales, AZ** , hereby incorporated herein, for the unit price amount of the base bid.

For the period of record retention required under Article 23, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law

CONTRACTOR will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONTRACTOR’S own risk.

### **ARTICLE 4 – INSURANCE REQUIREMENTS**

CONTRACTOR and SUB-CONTRACTORS shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or SUB-CONTRACTORS.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or SUB-CONTRACTORS. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - CONTRACTOR shall provide coverage with limits of liability not less than those stated below:

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate  
\$2,000,000
- Products – Completed Operations Aggregate  
\$1,000,000
- Personal and Advertising Injury  
\$1,000,000
- Each Occurrence  
\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:  
**"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR".**

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

b. The policy shall be endorsed to include the following additional insured language:  
**"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR".**

**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** against the County of Santa Cruz.

**4. Builders' Risk Insurance or Installation Floater**

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The County of Santa Cruz, the CONTRACTOR, SUB-CONTRACTORS, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Santa Cruz, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.
- g. CONTRACTOR is responsible for the payment of all policy deductibles.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.
- 2. The CONTRACTOR'S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after **THIRTY (30) DAYS** prior written notice has been given to the County. Such notice shall be sent directly via ***Certified Mail—Return Receipt Requested*** to the following person and address:

Mary Dahl, Special Projects  
Santa Cruz County  
Board of Supervisors Offices  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

- E. VERIFICATION OF COVERAGE:** CONTRACTOR shall furnish the COUNTY with certificates of insurance (ACORD form or equivalent approved by the COUNTY) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the COUNTY before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the following person and address:

Mary Dahl, Special Projects  
Santa Cruz County  
Board of Supervisors Offices  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

The COUNTY project/contract number and project description must be noted on the certificate of insurance. The COUNTY reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. SUB-CONTRACTORS:** CONTRACTOR'S certificate(s) shall include all SUB-CONTRACTORS as additional insureds under its policies *or* CONTRACTOR shall furnish to the COUNTY separate certificates and endorsements for each SUB-CONTRACTOR. All coverages for SUB-CONTRACTORS shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### **ARTICLE 5 – INDEMNIFICATION CLAUSE**

The CONTRACTOR agrees to defend, indemnify, save and hold harmless the County of Santa Cruz, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as "indemnitee," from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the CONTRACTOR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, its officers,

officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the COUNTY.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

**ARTICLE 6 – COMPLIANCE WITH LAWS**

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Santa Cruz County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

**ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS**

The status of CONTRACTOR is that of an independent CONTRACTOR and CONTRACTOR is not considered an employee of Santa Cruz County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all federal, state and local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

**ARTICLE 8 – CONTRACTOR/SUB-CONTRACTOR PERFORMANCE**

CONTRACTOR will perform the work in accordance with the terms of the Contract and with the degree of care and skill which a licensed CONTRACTOR in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Agreement. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUB-CONTRACTORS have the appropriate and current license issued by the Arizona Registrar of CONTRACTORS for work they perform under this contract. CONTRACTOR will not permit any SUB-CONTRACTOR to perform work that does not fall within the scope of the SUB-CONTRACTOR'S license, except as may be permitted under the rules of the Registrar of CONTRACTORS.

CONTRACTOR will be fully responsible for all acts and omissions of its SUB-CONTRACTOR(S) and of persons directly or indirectly employed by SUB-CONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUB-CONTRACTOR, except as may be required by law.

CONTRACTOR must use the SUB-CONTRACTORS named on CONTRACTOR'S SUB-CONTRACTOR List submitted with the bid. No SUB-CONTRACTOR may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director. Substitution SUB-CONTRACTORS may be approved at the discretion of the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the COUNTY.

#### **ARTICLE 9 – ASSIGNMENT**

CONTRACTOR will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

#### **ARTICLE 10 – NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated by this reference as if fully set forth herein *including flow down of all provisions and requirements to any SUB-CONTRACTORS*. During the performance of this Contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE 11 – AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

#### **ARTICLE 12 - AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

**ARTICLE 13 – NON-WAIVER**

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

**ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT**

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within **TEN (10) DAYS** of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
  
- B. The occurrence of any of the following constitutes an event of default:
  - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  - 3. Failure to provide competent supervision at the site;
  - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material

5. Failure to make prompt payment to SUB-CONTRACTORS or suppliers for material or labor;
6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than **FIVE (5) BUSINESS DAYS** after the effective date of the termination;
2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
  - (i) Acts of God or of the public enemy,
  - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
  - (iii) Acts of another CONTRACTOR in the performance of a Contract with the COUNTY,
  - (iv) Fires,
  - (v) Floods,
  - (vi) Epidemics,
  - (vii) Quarantine restrictions,
  - (viii) Strikes,
  - (ix) Freight embargoes,

- (x) Unusually severe weather, or
  - (xi) Delays of SUB-CONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUB-CONTRACTOR S or suppliers; and
2. CONTRACTOR, within **THREE (3) DAYS** from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, “receipt of notice” includes receipt by hand by CONTRACTOR’S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

**ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY**

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least **FIFTEEN (15) DAYS** before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

**ARTICLE 17 – NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if for any reason the Santa Cruz COUNTY Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

**ARTICLE 18 – NOTICES**

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other party as follows:



In accordance with A.R.S. §34-221, *et. seq.*, the CONTRACTOR will provide Payment and Performance bonds for not less than **ONE HUNDRED PERCENT (100%)** of the contract amount. Copies of said bonds will be attached to and become part of this Contract.

**ARTICLE 22 - OWNERSHIP OF DOCUMENTS**

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract vest in and become the property of the COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

**ARTICLE 23 – BOOKS AND RECORDS**

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR will retain all records relating to this Contract at least **FIVE (5) YEARS** after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

**ARTICLE 24 – REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 27 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**ARTICLE 25 – SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**ARTICLE 26 – DELAYS**

Neither party hereto is in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

**ARTICLE 27 – DISPUTES**

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains

unresolved, then either Party may request escalation of the issue to a meeting between the County Manager and CONTRACTOR'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

#### **ARTICLE 28 – PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL **TEN (10) BUSINESS DAYS** after the date of notice to the CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

#### **ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each SUB-CONTRACTOR who performs any work for CONTRACTOR under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any SUB-CONTRACTOR in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any SUB-CONTRACTOR'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a SUB-CONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUB-CONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will advise each SUB-CONTRACTOR of COUNTY'S rights, and the SUB-CONTRACTOR'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUB-CONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUB-CONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUB-CONTRACTOR further agrees that COUNTY may inspect the SUB-CONTRACTOR'S books and records to insure that SUB-CONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUB-CONTRACTOR is a material breach of this contract subjecting SUB-CONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

**ARTICLE 30 – ENTIRE AGREEMENT**

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

**APPROVED:**

**CONTRACTOR:**

\_\_\_\_\_  
Bruce Bracker, Chairman  
Santa Cruz County Board of Supervisors

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly J. Hunley, Chief Civil Deputy County Attorney  
Santa Cruz County Attorney's Office

\_\_\_\_\_  
Date

**EXHIBIT 20  
ADDENDA**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
BID NUMBER: B-01-20-CO01

**THERE ARE NO ADDENDA AS OF THE RELEASE DATE AND TIME OF THIS  
INVITATION FOR BIDS (IFB)**

# nogales community kitchen

## general CD notes

- WORKMANSHIP, MATERIALS AND INSTALLATIONS SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, TRADE ASSOCIATION STANDARDS AND MANUFACTURERS STANDARDS AS ADOPTED BY THE AUTHORIZING JURISDICTION.
- THE GENERAL CONTRACTOR SHALL PAY FOR ALL ELECTRICAL, WATER, AND SEWER CONNECTION FEES REQUIRED FOR THIS PROJECT. THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL MATERIALS, LABOR, TOOLS AND OTHER ITEMS NECESSARY TO COMPLETE THE WORK.
- ALL CONTRACTORS SHALL VISIT THE SITE AND INFORM ARCHITECT OF ANY CONDITIONS THAT MAY AFFECT THE EXECUTION OF WORK PRIOR TO COMMENCING ANY AFFECTED WORK.
- ALL CONTRACTORS SHALL VERIFY ALL INFORMATION ON DRAWINGS AND REPORT ANY DISCREPANCIES OR OMISSIONS TO THE ARCHITECT PRIOR TO COMMENCING ANY AFFECTED WORK.
- ALL PRODUCTS AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS UNLESS OTHERWISE SPECIFIED.
- MATERIALS, EQUIPMENT AND WORKMANSHIP OF ALL TRADES SHALL CONFORM TO RECOGNIZED STANDARDS OF GOOD QUALITY OF THE RESPECTIVE TRADE. MATERIALS AND EQUIPMENT SHALL BE NEW, SOUND, OF GOOD QUALITY AND SUITABLE FOR THE SPECIFIC APPLICATIONS. THEY SHALL BE POSITIONED IN AN ORDERLY MANNER, AND SHALL BE ALIGNED WITH THE BUILDING STRUCTURE. VERTICAL MEMBERS SHALL BE PLUMB, HORIZONTALS LEVEL AND SURFACES TRUE TO PLANE. WORKMANSHIP SHALL BE NEAT, CLEAN AND TRUE TO LINE AND DIMENSIONS. FINISH MATERIALS SHALL BE FREE OF TOOL MARKS, FLAWS AND BLEMISHES. JOINERY AND CONNECTIONS SHALL BE ACCURATE, CLOSE FITTING AND WELL MADE. TOLERANCES BY RECOGNIZED NATIONAL TRADE ASSOCIATIONS WILL BE THE MINIMUM ACCEPTABLE STANDARD OF THE RESPECTIVE TRADE WORK.
- MATERIAL, EQUIPMENT, ETC., NOT INDICATED ON DRAWINGS OR SPECIFIED HEREIN BUT REQUIRED FOR SUCCESSFUL AND EFFICIENT COMPLETION OF THE INSTALLATION SHALL BE HELD TO BE IMPLIED AND SHALL BE FURNISHED AND INSTALLED AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A CLEAN BUILDING AND SITE AND PROVIDE ANY AND ALL SAFETY PROVISIONS TO ENSURE THE PUBLIC SAFETY.
- DAMAGED WORK MUST BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDUM.
- ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, ETC. EQUIPMENT AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO FABRICATION OR CONSTRUCTION.
- ALL MEASUREMENTS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF FABRICATION OR CONSTRUCTION.
- ALL GLAZING SHALL CONFORM TO ARIZONA SAFETY GLAZING LAW OR OTHER REGULATIONS HAVING JURISDICTION.
- THESE DOCUMENTS ARE NOT TO BE REPRODUCED OR USED FOR ANY PURPOSE OTHER THAN ORIGINALLY ISSUED UNLESS AUTHORIZED IN WRITING BY RAH ARCHITECTS, LTD.
- ARCHITECT RESERVES THE RIGHT TO DIRECT REMOVAL AND REINSTALLATION OF WORK WHICH DOES NOT, IN THE OPINION OF THE ARCHITECT, MAINTAIN STANDARDS AND WORKMANSHIP OF A CRAFT.
- SHEET METAL WORK SHALL CONFORM TO THE LATEST SMACNA STANDARDS. SOLDER ALL SEAMS AND CONNECTIONS.
- ALL DIMENSIONS ARE TO FACE OF CONCRETE, FACE OF MASONRY, FACE OF STUD OR AS NOTED ON DIMENSION SHEETS.
- THE GENERAL CONTRACTOR SHALL GUARANTEE HIS WORK FOR A PERIOD OF TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE. SHOULD DEFECTS DEVELOP WITHIN THE GUARANTEE PERIOD DUE TO FAULTS IN MATERIALS AND/OR WORKMANSHIP, THE CONTRACTOR SHALL MAKE ALL REPAIRS, AND DO ALL NECESSARY WORK AS SOON AS POSSIBLE.
- THE GENERAL CONTRACTOR SHALL FIELD VERIFY THE SITE LAYOUT TO INSURE THE LEAST AMOUNT OF DAMAGE TO THE EXISTING VEGETATION. ALL AREAS NOT TO BE PART OF CONSTRUCTION SHALL BE SECURED OFF W/ PLASTIC FENCING.
- THE GENERAL CONTRACTOR SHALL PROVIDE SHOP DRAWING, MATERIAL CUT SHEETS AND FIXTURE SUBMITTALS TO ARCHITECT FOR REVIEW PRIOR TO ORDERING, INSTALLATION OR FABRICATION

## keynotes

- EXISTING ELECTRICAL TRANSFORMER.
- EXISTING TRASH ENCLOSURE.
- NEW GREASE INTERCEPTOR - REFER TO PLUMBING SHEETS.
- EXISTING PARKING
- EXISTING 1-1/2" WATER LINE.
- EXISTING 2" WATER METER
- EXISTING BUILDING
- EXISTING FENCE ALONG RAILROAD
- EXISTING CONCRETE PLATFORM
- PROPERTY LINE
- LOADING ZONE
- EXISTING ADA COMPLIANT RAMP
- EXISTING SIDEWALK
- EXISTING DELIVERY RAMP
- EXISTING 8" SEWER IN MORLEY AVENUE
- NEW 1500 G SEPTIC TANK DOWNSTREAM OF GREASE INTERCEPTOR - REFER TO EXHIBIT A DIAGRAM BY KORY ENGINEERING, INC. AND ASSOCIATED CALCULATIONS/PUMP SPECIFICATION
- APPROXIMATE PROFILE OF EXISTING CONCRETE CHANNEL BELOW STREET
- PROVIDE MARKED ACCESSIBLE PARKING SPACES AND ADA DESIGNATED SIGNAGE. REFER TO DETAILS THIS SHEET

## building codes

APPLICABLE BUILDING CODES

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THEIR ADOPTING ORDINANCES IN THE CITY OF NOGALES, ARIZONA.

2012 INTERNATIONAL BUILDING CODE  
2012 INTERNATIONAL BUILDING CODE STANDARDS  
2012 INTERNATIONAL ENERGY CONSERVATION CODE  
2012 INTERNATIONAL MECHANICAL CODE  
2012 UNIFORM PLUMBING CODE  
2012 INTERNATIONAL FIRE CODE  
2012 INTERNATIONAL FUEL AND GAS CODE  
2011 NATIONAL ELECTRIC CODE

1 OCCUPANCY GROUP

A-2: TEACHING KITCHEN

TEACHING KITCHEN: 200 SF / OCCUPANT = 1,650 SF / 200 = 9 OCCUPANTS

EXTERIOR PATIO: 1,200 SF / 15 = 80 OCCUPANTS (44 SEATS)

1 TOTAL OCCUPANTS: 89 OCCUPANTS

2 GENERAL BUILDING HEIGHTS AND AREAS

RESTAURANT:  
CONSTRUCTION TYPE (IBC TABLE 601): TYPE VB

PER TABLE 503  
GROUP A-2: 6,000 SF / FLOOR

ACTUAL AREA: 1,650 SF, 1 LEVEL

MAXIMUM ALLOWABLE HEIGHT: 40'  
ACTUAL MAXIMUM HEIGHT: 17'-0"  
AS MEASURED FROM FINISHED GRADE TO TOP OF STRUCTURE

3 FIRE SEPARATION AND FIRE RESISTANCE

FIRE RESISTANCE RATINGS  
TYPE VB:

STRUCTURAL FRAME 0 HR  
BEARING WALLS: INTERIOR 0 HR  
NONBEARING WALLS 0 HR  
FLOOR CONSTRUCTION 0 HR  
ROOF CONSTRUCTION 0 HR  
BEARING WALLS: EXTERIOR 0 HR

4 FIRE PROTECTION SYSTEMS

NO AUTOMATIC SPRINKLER SYSTEM PROVIDED. PROVIDED ONLY AT THE KITCHEN HOOD BY SEPARATE PERMIT. HOOD SPRINKLER SYSTEM INSTALLED PER NFPA13-2016 SPECIFICATIONS AND BY A L-16 LICENCED PROFESSIONAL.

A-2 OCCUPANCY: 250 MAX EXIT DISTANCE  
89 OCCUPANTS: 2 EXITS REQUIRED  
4 EXITS PROVIDED

SIGNAGE AT EGRESS DOORS TO HAVE POSTED SIGN: 'DOORS TO REMAIN UNLOCKED WHILE BUILDING IS OCCUPIED'

5 ACCESSIBILITY

BUILDINGS AND FACILITIES SHALL BE DESIGNED AND CONSTRUCTED TO BE ACCESSIBLE PER IBC 2012 AND ICC/ANSI A117.1.2009

6 PLUMBING

(IBC TABLE 2902.1): A-2 RESTAURANT  
TEACHING KITCHEN: 89 OCCUPANTS INCLUDING EXTERIOR PATIO

1 WC PER 125 MALE OCCUPANTS  
1 WC PER 65 FEMALE OCCUPANTS

45 MALE / 125 = 1 WC  
45 FEMALE / 65 = 1 WC  
TOTAL WC REQUIRED 2  
TOTAL WC PROVIDED 2

ONE SERVICE SINK PROVIDED

## project information

PROJECT LOCATION

163 N MORLEY AVE  
NOGALES, AZ 85621  
101-50-1048

BUILDING/ZONING DEPARTMENT  
CITY OF NOGALES

LEGAL DESCRIPTION  
MAP 704 12 9B PARCEL 11 SEC 17 T24S R14E MINERAL RIGHTS ONLY LYING BELOW 500' BETWEEN ES 4689 PLUS 00 TO ES 4698 PLUS 00 ALONG MORLEY AVE PART ICC PAR 2.52900 50

## proposed kitchen

SCOPE OF WORK

1. NEW 1,250 SQUARE FOOT COMMUNITY KITCHEN.  
2. NEW 400 SQUARE FOOT COMMISSARY.

## zoning

ZONING: GC - GENERAL COMMERCIAL  
PARCEL 101-50-1048 36,885 SF

BUSINESS USE: 1,650 SF

PARKING

RETAIL ESTABLISHMENT: 1 SPACE / 150 CSF  
OUTDOOR SEATING: 1 SPACE / 3 SEATS  
PARKING REQUIRED: 1,650 / 150 = 11 SPACES  
44 SEATS / 3 = 14.7 SPACES  
26 SPACES REQUIRED

TOTAL PARKING PROVIDED: +50 SPACES

ACCESSIBLE PARKING (IBC 1106.1):  
50 TOTAL SPACES: 2 H.C. SPACES (REQ. MIN.)  
ACCESSIBLE SPACES PROVIDED: 2 SPACES

BICYCLE PARKING REQUIRED: 2 SPACES MINIMUM  
BICYCLE PARKING PROVIDED: 2 BICYCLE SPACES

SETBACKS

	REQUIRED	ACTUAL
WEST SETBACK (RAILROAD):	5'-0"	6'-0"
SOUTH SETBACK:	20'-0"	8'-10"
NORTH SETBACK (COURT STREET):	40'-0"	530'-0"
EAST SETBACK (MORLEY AVENUE):	20'-0"	33'-0"

HEIGHT LIMIT: 50 FT MAX. 20'-0" ABOVE SIDEWALK

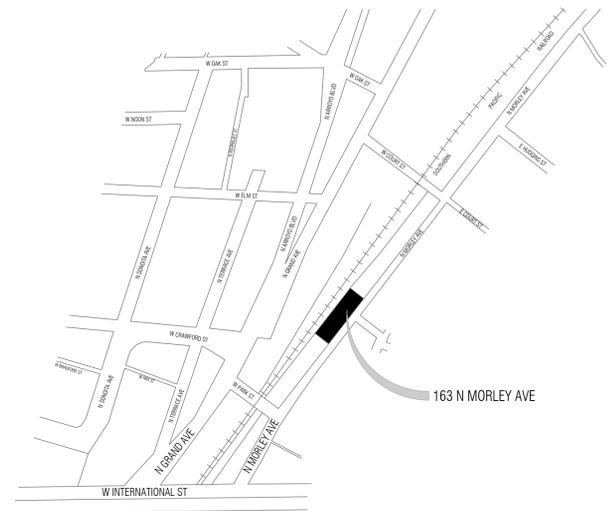
## building values

INSULATION VALUES:  
ROOF: 38 - MIN REQUIREMENT  
WALLS: 19 - MIN REQUIREMENT

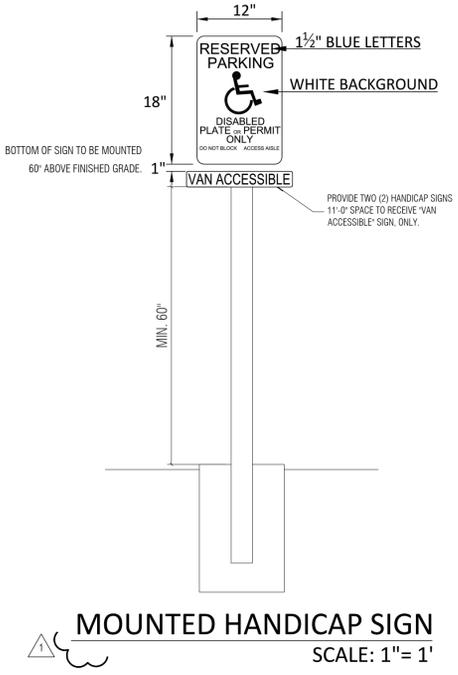
	SHGC	U-VALUE
FIXED WINDOWS:	.25	.37

## drawing index

- cs100 COVER SHEET
- a001 SITE PLAN
- a101 REFERENCE PLAN
- a102 REFLECTED CEILING PLAN
- a103 ROOF PLAN
- a104 FINISH PLAN
- a200 ELEVATIONS
- a300 SECTIONS
- a400 DETAILS
- ae1.0 KITCHEN PLAN
- ae1.1 KITCHEN SPECS
- mp101 PLUMBING + MECH SPECS
- m101 MECHANICAL PLAN
- m201 MECHANICAL SCHEDULES + DETAILS
- m301 HOOD PLAN
- m302 HOOD PLAN
- m303 HOOD DETAILS
- m304 HOOD FANS
- m305 HOOD WIRING
- e100 SPECS & SYMBOLS
- e101 ELEC SITE PLAN AND HVAC POWER PLAN
- e102 LIGHTING PLAN + POWER PLAN
- e103 PANELS - RISER DIAGRAM
- p100 PLUMBING PLAN
- p200 PLUMBING SCHD.
- p300 PLUMBING DETAILS
- p301 PLUMBING RISER
- s001 STRUCTURAL NOTES
- s002 TYPICAL DETAILS
- s101 FOUNDATION PLAN
- s201 ROOF FRAMING PLAN
- s301 FOUNDATION DETAILS
- s401 FRAMING DETAILS
- s402 FRAMING DETAILS
- s403 FRAMING DETAILS



1 location map nts



MOUNTED HANDICAP SIGN SCALE: 1"= 1'



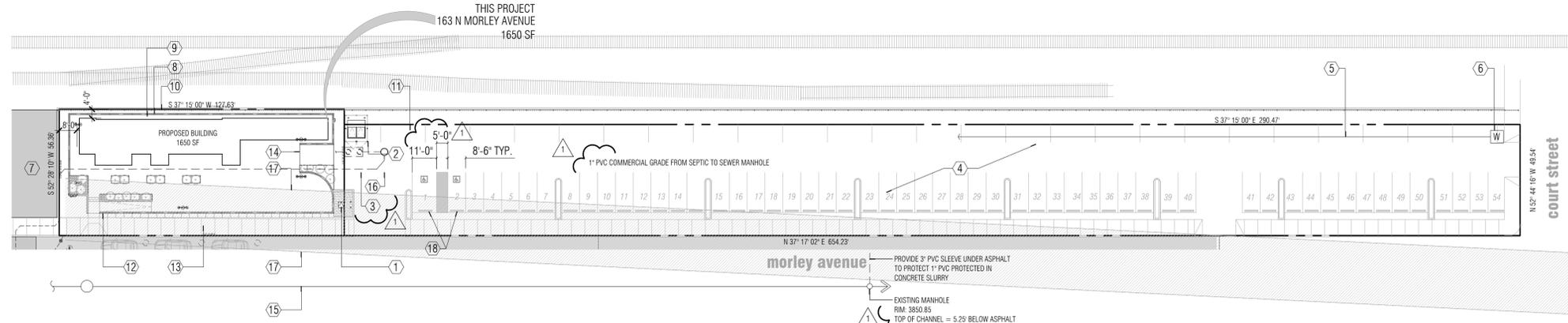
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nogales community kitchen  
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project no. 2016 - 0043

**RAH** architects  
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**cs100**  
cover sheet



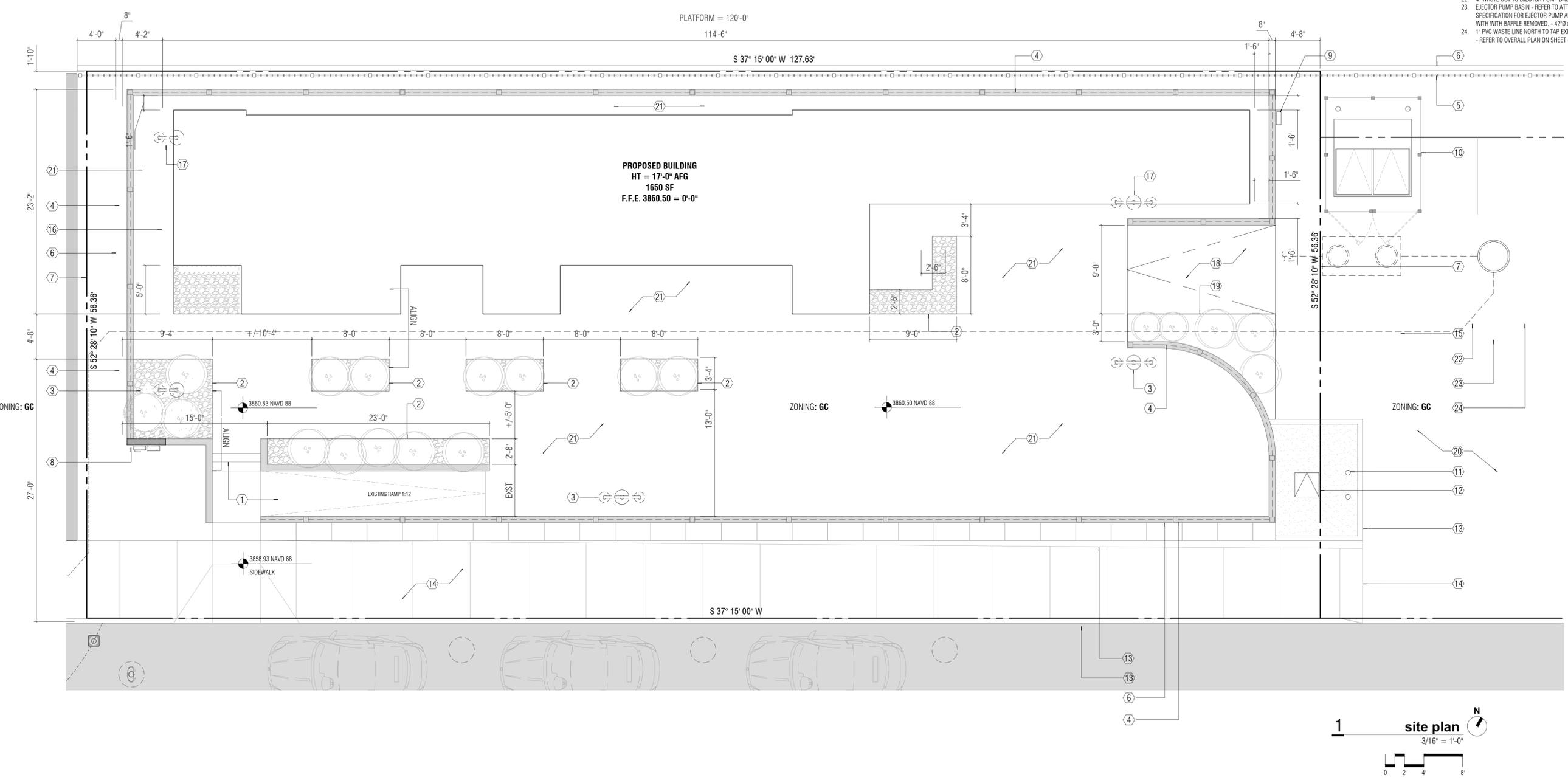
2 overall site plan 1" = 30'-0"

**general notes:**

1. DIMENSIONS ARE TO FACE OF FRAMING OR FACE OF CONCRETE.
2. REFER TO STRUCTURAL FOR BEARING CONDITIONS.
3. NEW CONSTRUCTION TO BE BUILT UPON AN EXISTING CONCRETE PLATFORM WITH NEW FOOTINGS. CONTRACTOR TO MAINTAIN EXISTING CONCRETE SLAB WHERE POSSIBLE.
4. ALL EXISTING METAL GUARDRAIL TO REMAIN AT PERIMETER OF THE CONCRETE PLATFORM (SEE KEYNOTE)

**keynotes**

1. EXISTING STAIR/AIDA RAMP AND HANDRAILS.
2. NEW PLANTERS. SAW CUT SLAB AND EXCAVATE FOR NEW PLANTING BED.
3. EXISTING LIGHT POLES
4. EXISTING METAL GUARDRAIL TO REMAIN
5. EXISTING 5' HIGH METAL FENCE.
6. EXISTING RETAINING WALL.
7. PROPERTY LINE
8. EXISTING ELECTRIC METER.
9. EXISTING ELECTRIC SUB PANEL.
10. EXISTING METAL TRASH ENCLOSURE.
11. EXISTING BOLLARD
12. EXISTING TRANSFORMER
13. EXISTING CURB
14. EXISTING SIDEWALK
15. GREASE INTERCEPTOR - REFER TO PLUMBING PLANS
16. PROPOSED FOOTPRINT
17. EXISTING LIGHT TO BE REMOVED. CAP ELECTRICAL LINES AND SEAL MOUNTING HOLE WITH PATCHING COMPOUND OR EQUAL.
18. EXISTING RAMP TO REMAIN
19. SAWCUT IN EXISTING CONCRETE FOR SEWER LINES - EXCAVATE FOR NEW PLANTING BED.
20. EXISTING ASPHALT TO REMAIN
21. EXISTING 4" CONCRETE SLAB ON COMPACTED FILL TO REMAIN
22. 4" WASTE OUT TO EJECTOR PUMP BASIN
23. EJECTOR PUMP BASIN - REFER TO ATTACHED SPECIFICATION FOR EJECTOR PUMP AND SEPTIC BASIN WITH WITH BAFFLE REMOVED. - 42"Ø x 102" DEEP
24. 1" PVC WASTE LINE NORTH TO TAP EXISTING MANHOLE - REFER TO OVERALL PLAN ON SHEET cs100



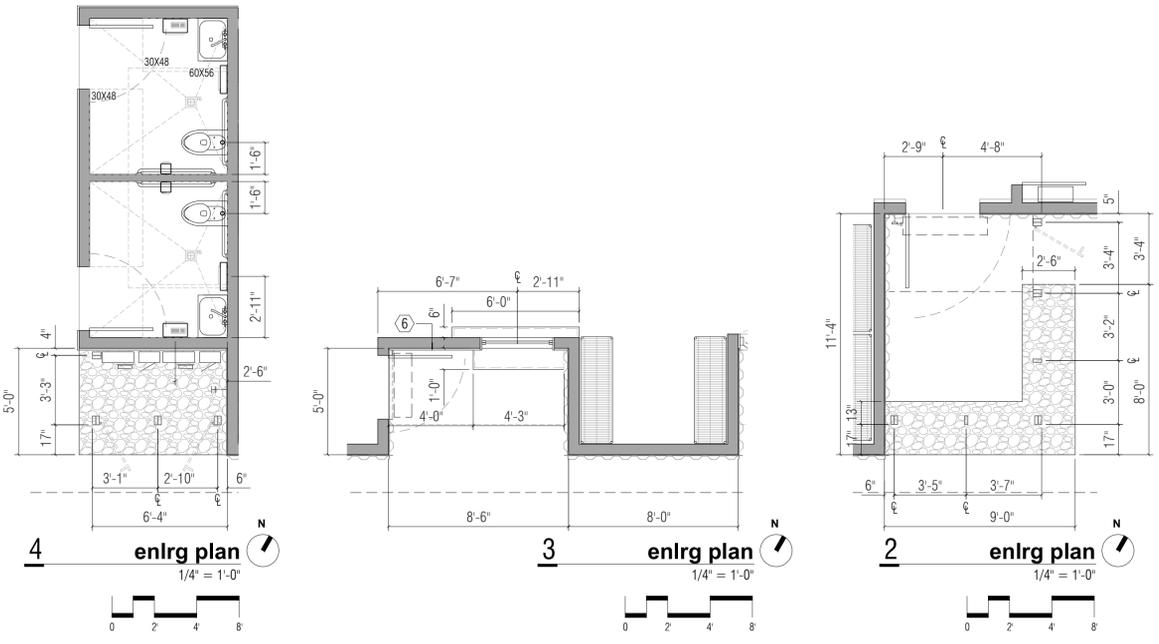
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**a001**  
site plan



**window types:**

ALL WINDOWS TO BE SATIN ANODIZED STORE FRONT FRAMES. GLAZING TO BE GUARDIAN S168 GRAY (OR EQUAL).

**door types:**

- D1 EXTERIOR METAL DOOR
- D2 INTERIOR METAL DOOR, VENT GRILL IN DOOR
- D3 EXPANDED METAL OVER TS2&2 STEEL FRAME
- D4 TEMPERED STORE FRONT DOOR
- D5 HOLLOW CORE INTERIOR DOOR
- D6 PAINTED OVERHEAD COILING DOOR

**wall type legend:**

- EXTENTS OF EXTERIOR HSB-36, B DECK, 1.5" DEEP
- NEW WALL HATCH

**accessibility:**

34" ANSI SYMBOL LOCATED AT ACCESSIBLE LOCATIONS THAT MEET ACCESSIBILITY REQUIREMENTS OUTLINED IN 2012 IBC SEC. 1108.2.9 & ICC/ANSI A117.1-2009 SEC 902.

**wall types:**

TYPE	DESCRIPTION
W-01	EXTERIOR FRAME WALL - 3 KOTE STUCCO OVER 1" T-6 POLY-ISO RIGID INSULATION OVER WATERPROOFING MEMBRANE OVER PLYWOOD/OSB SHEATHING PER AISI STANDARD (PER STRUC.) OVER 2X6 WOOD STUDS, 16" O.C. OVER 5/8" GWB. PROVIDE MIN. R-19 BATT INSULATION IN ALL CAVITIES. INSTALLED PER MANUFACTURERS SPECS. ALL GWB OUTSIDE CORNERS TO RECEIVE SQUARE CORNER BEAD. PROVIDE WATER-RESISTANT GWB AT BATHROOMS AND 5/8" FIBERROCK BRAND AQUA-TOUGH TILE BACKERBOARD AT ALL LOCATIONS THAT RECEIVE TILE. STAINLESS STEEL FULL HEIGHT WALL COVERING OVER TYPE X GYP BOARD AT COOK LINE WALLS.
W-02	COLD ROLLED TO RUST (NO PAINT) 14 GA. EXPANDED METAL PANELS OVER 2x2 HSS (REFER TO STRUCTURAL AND ELEVATIONS). ATTACH EXPANDED METAL PANELS TO 2x2 HSS WITH BLACK OXIDE FINISH #12 SELF DRILLING SELF TAPPING SCREW, OR EQUAL.
W-03	EXTERIOR FRAME WALL - COLD ROLLED PAINTED B-DECK - VERTICALLY ORIENTED - 22 GA. HSB - 36, B DECK, 1.5" DEEP OVER VAPROSHIELD SA SELF-ADHERED WATERPROOFING MEMBRANE OVER PLYWOOD/OSB SHEATHING OVER 2X6 WOOD STUDS AT 16" O.C. OVER 5/8" GWB ON INTERIOR. PROVIDE MINIMUM R-19 INSULATION IN CAVITY.
W-04	INTERIOR UTILITY/FRAME WALL - 5/8" GWB OVER 2X6 WOOD STUDS AT 24" O.C. OVER 5/8" GWB. PROVIDE BATT INSULATION AT ALL LOCATIONS (INSTALL PER MANUFACTURERS SPECIFICATIONS). ALL GWB OUTSIDE CORNERS TO RECEIVE SQUARE CORNER BEAD. PROVIDE WATER-RESISTANT GWB AT BATHROOMS AND 5/8" FIBERROCK BRAND AQUA-TOUGH TILE BACKERBOARD AT ALL LOCATIONS THAT RECEIVE TILE. LEVEL 4 DRYWALL FINISH.
W-05	INTERIOR FRAME WALL - 5/8" GWB OVER 2X4 WOOD STUD AT 24" O.C. OVER 5/8" GWB. PROVIDE BATT INSULATION AT BATHROOM AND KITCHEN LOCATIONS. ALL GWB OUTSIDE CORNERS TO RECEIVE SQUARE CORNER BEAD. PROVIDE WATER-RESISTANT GWB AT BATHROOMS AND 5/8" FIBERROCK BRAND AQUA-TOUGH TILE BACKERBOARD AT ALL LOCATIONS THAT RECEIVE TILE. LEVEL 4 DRYWALL FINISH.

**legend**

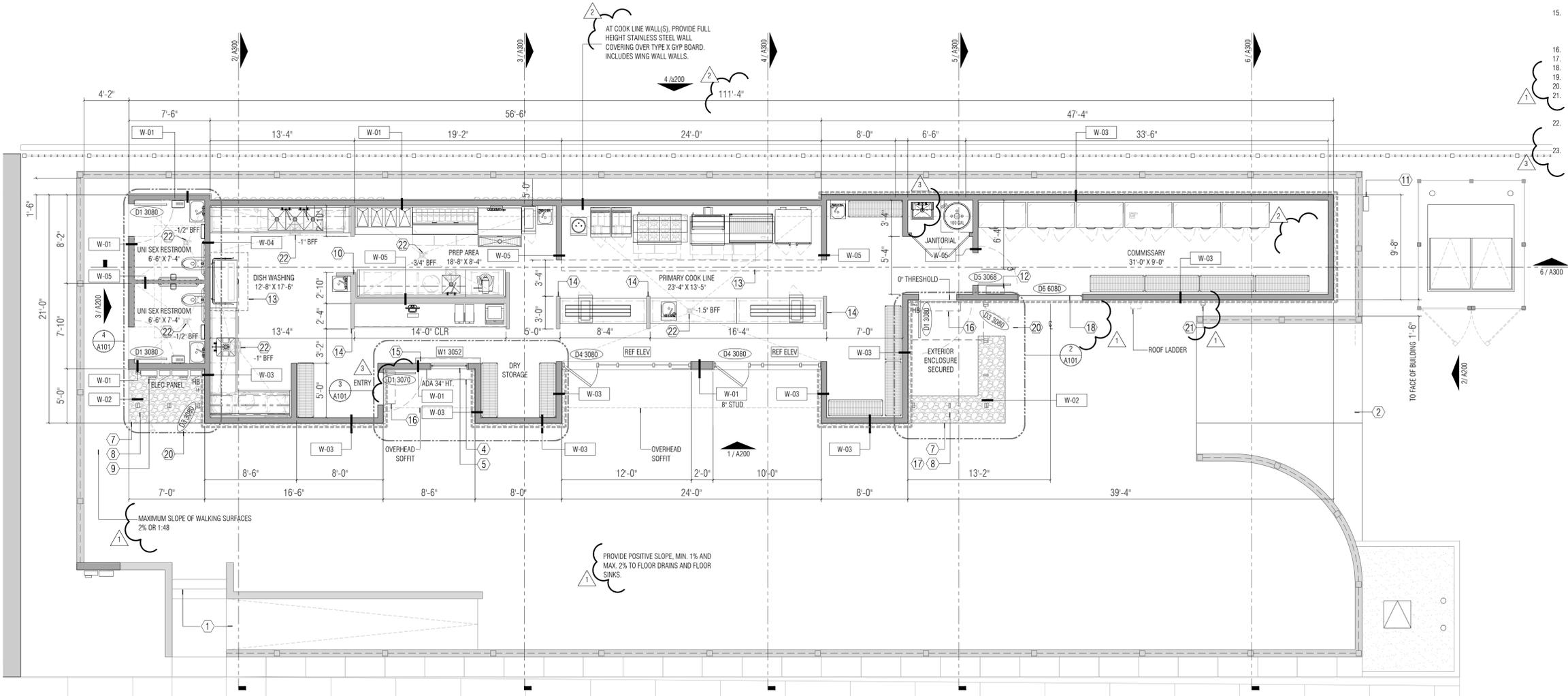
- DOOR TYPE
- DOOR SIZE
- WINDOW TYPE
- WINDOW SIZE
- DOOR AND WINDOW ASSEMBLY TYPE
- SEE SHEET a104
- WALL ASSEMBLY TYPE
- SEE SHEET a302
- SECTION/WALL SECTION
- EXTERIOR ELEVATION
- DETAIL REFERENCE
- ROOM FINISH REFERENCE
- FLOOR FINISH
- WALL FINISH
- FINISH SCHEDULE

**general notes:**

- 1 DIMENSIONS ARE TO FACE OF STUD, AND FACE OF SHIPPING CONTAINER. FOR PLUMBING FIXTURES, DIMENSION IS TO CENTERLINE OF FIXTURE.
- 2 SEE SHEET a104 FOR DOOR SCHEDULE.
- 3 SEE SHEET a104 FOR WINDOW SCHEDULE.
- 4 SEE SHEET a302 FOR WALL TYPE DETAILS.
- 5 FOR ALL KITCHEN EQUIPMENT, REFER TO aet1.0.
- 6 REFER TO STRUCTURAL FOR BEARING CONDITIONS.
- 7 SEE a104 FOR INTERIOR FINISHES.
- 8 U.N.O. FFE OF ALL SPACES - 0'-6" AFF.
- 9 SPRINKLER SYSTEM ASSOCIATED WITH THE HOOD(S) WILL BE INSTALLED PER NFPA 13-2016. HOOD(S) WILL BE INSTALLED ACCORDING TO CODE AND BY A L-16 LICENSED PROFESSIONAL. REFER TO MECHANICAL DRAWINGS FOR SPECIFICATIONS.

**keynotes**

1. EXISTING STAIR/ADA RAMP AND HANDRAILS.
2. EXISTING ACCESS RAMP TO REMAIN.
3. NOT USED
4. TYPICAL EXTERIOR COUNTER SPACE. PORTION OF THE COUNTER TO BE SET MAX 34" AFF.
5. SALES WINDOW, SEE ELEVATIONS.
6. GRAPHITE MENU BOARD, 24" AFF AND 48" TALL.
7. SAW CUT PLANTER. PLANTER TO CONTAIN ONLY LOW WATER CONSUMING SPECIES.
8. EXPANDED METAL PANEL CLADDING AND 4X4 H.S. STRUCTURAL SYSTEM.
9. ELECTRICAL PANELS. REFER TO ELECTRICAL.
10. INTERIOR PLUMBING AND UTILITY WALLS.
11. GAS METER LOCATION.
12. FIRE ALARM SYSTEM.
13. KITCHEN HOOD ABOVE. REFER TO AE1.0
14. PONY WALL, TOP OF WALL 40" AFF. PONY WALL ADJACENT TO BUILT IN HAND SINK TO CONTAIN PLUMBING LINES FOR ADJACENT FIXTURE.
15. SALES COUNTER, VERIFY FINISH WITH ARCHITECT. TO BE CONTINUOUS TO THE EXTERIOR WITH A FLUSH TRACK ON THE OPERABLE SALES WINDOW. TOP OF COUNTER, 34" AFF.
16. AIR CURTAIN OVERHEAD.
17. 4X4 HSS STRUCTURAL COLUMN SUPPORTING SKRIM.
18. 8' x 8' MANUAL COILING DOOR WITH CHAIN.
19. NOT USED
20. EXPANDED METAL GATE, CUSTOM, LOCKABLE.
21. KNOXBOX 3200 SERIES INSTALLED PER MANUFACTURE SPECIFICATIONS. MOUNT AFF ACCORDING TO CODE.
22. AT FLOOR DRAINS AND FLOOR SINKS, PROVIDE MIN. 1% SLOPE AND MAX 2% SLOPE AT CAST IN PLACE CONCRETE FLOORS.
23. UTILITUB #19CF COMBO UTILITY SINK AND FAUCET.

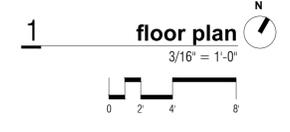


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**a101**  
reference plan

**general notes:**

1. FLOOR PLAN SF: 1700 SQ. FT.
2. U.N.O. CEILING TO RECEIVE 5/8" GYP WITH SMOOTH FINISH, LEVEL 5.
3. COORDINATE ALL CEILING FINISHES WITH THE ARCHITECT.

**keynotes** 

1. DROP 4" SOFFIT SKIRT AT TRANSITIONS BETWEEN CEILING LEVELS, BOTTOM OF 4" SOFFIT - 7'-8" AFF.
2. EXTERIOR DROP CEILINGS, FINISH UNDERSIDE OF DROP WITH EXTERIOR GRADE GYP. BOARD.
3. STEEL SHADE STRUCTURE MOUNTED TO BUILDING.

**legend**

-  2x2 DROP CEILING GRID, GENESIS PRO 2X2 CEILING TILE, MEETS USDA & FDA REQS. (OR EQUAL.)
-  EXPOSED TRUSSES, PAINTED BLACK.
-  DRY WALL FINISH
-  CEILING HEIGHT AFF
-  RECESSED 4" LED LIGHT
-  RECESSED 6" LED LIGHT
-  EXHAUST FAN
-  JUNCTION BOX IN CEILING OR ATTIC
-  2X2 FLUORESCENT SURFACE MOUNTED LIGHTING
-  4' FLUORESCENT SURFACE MOUNTED LIGHTING
-  WALL MOUNTED LIGHT, KICHLER 9246AZ
-  DIRECTIONAL EXITING SIGNAGE

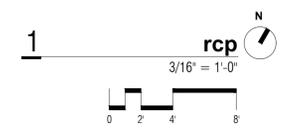
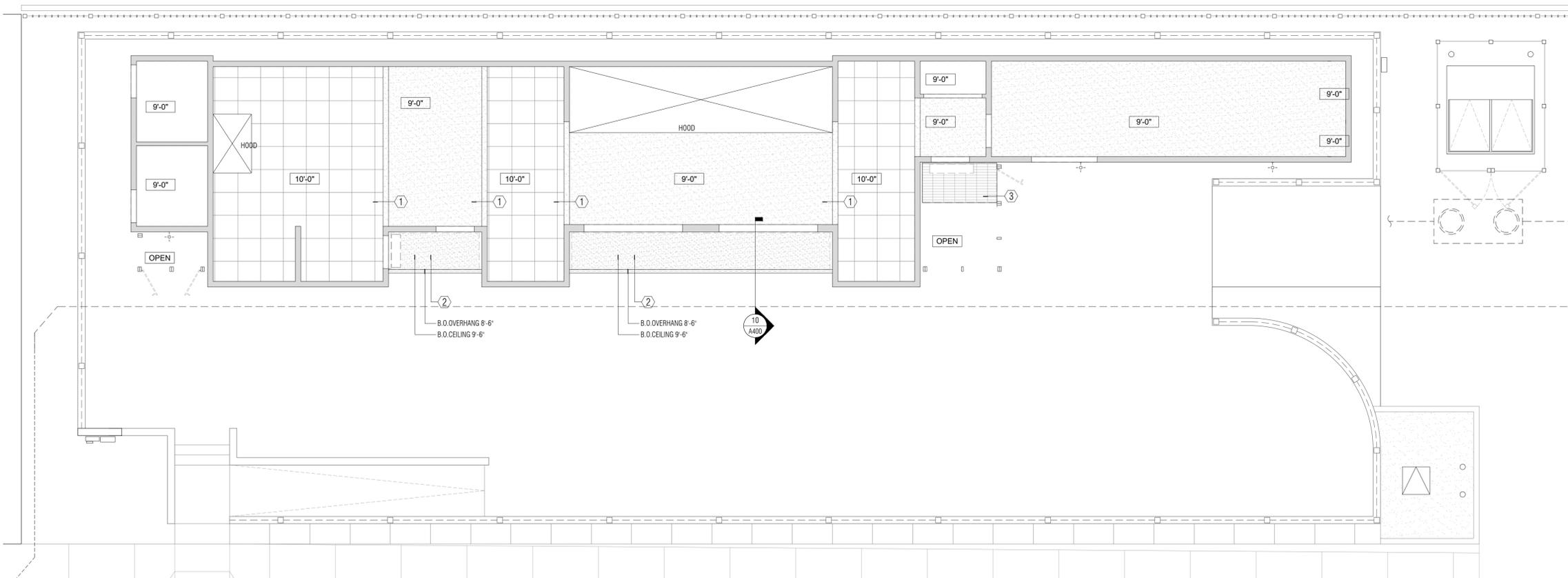


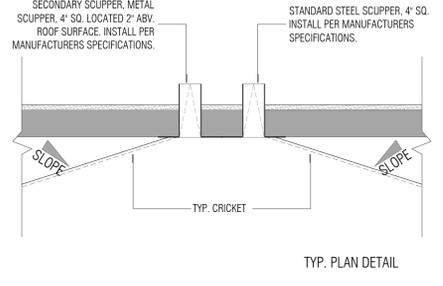
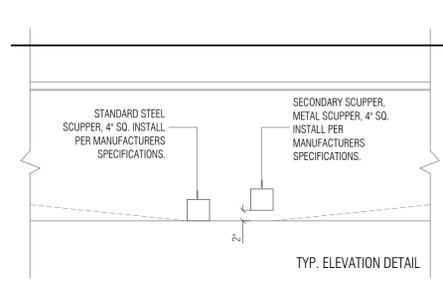
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**a102**  
reflected ceiling plan





**3 scupper detail**  
nsa

ROOF SCUPPER OVER FLOW DESIGN REQUIRED PER IBC SEC. 1503.4 & IPC SEC. 1108.2

AT ALL LOCATIONS WHERE SCUPPERS OCCUR, THE DETAIL ABOVE SHALL APPLY.

**drainage calcs**

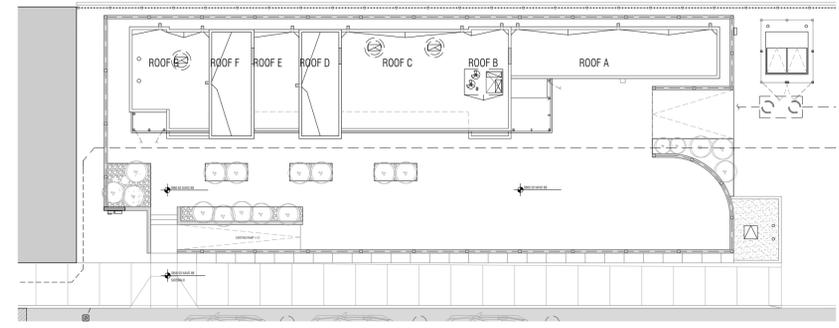
2012 IPC  
RAINFALL RATE: 3.0 IN/HR  
ROOF AREA: 1650 SF

CALCULATION:  
 $Q = 3.33(L - 0.2H) H^{1.5}$   
L = THE OPENING SIZE FOR THE SCUPPER  
H = 2' WATER LOAD HEIGHT ALLOWED BY STRUCT.  
 $Q = X \text{ CFS (X GPM/ 448.8)}$

L = 4" (MIN CODE STD.) OPENING PROVIDED

**drainage calcs**

ROOF AREAS	DRAINAGE AREAS	REQD SCUPPER SIZE
ROOF A	892 SF	1.2' PROVIDED: 20" SCUPPER AND DOWNSPOUTS
ROOF B	123 SF	0.35' PROVIDED: 4" SCUPPER AND DOWNSPOUTS
ROOF C	232 SF	0.78' PROVIDED: 4" SCUPPER AND DOWNSPOUT



**2 drainage calc**  
nsa

**general notes:**

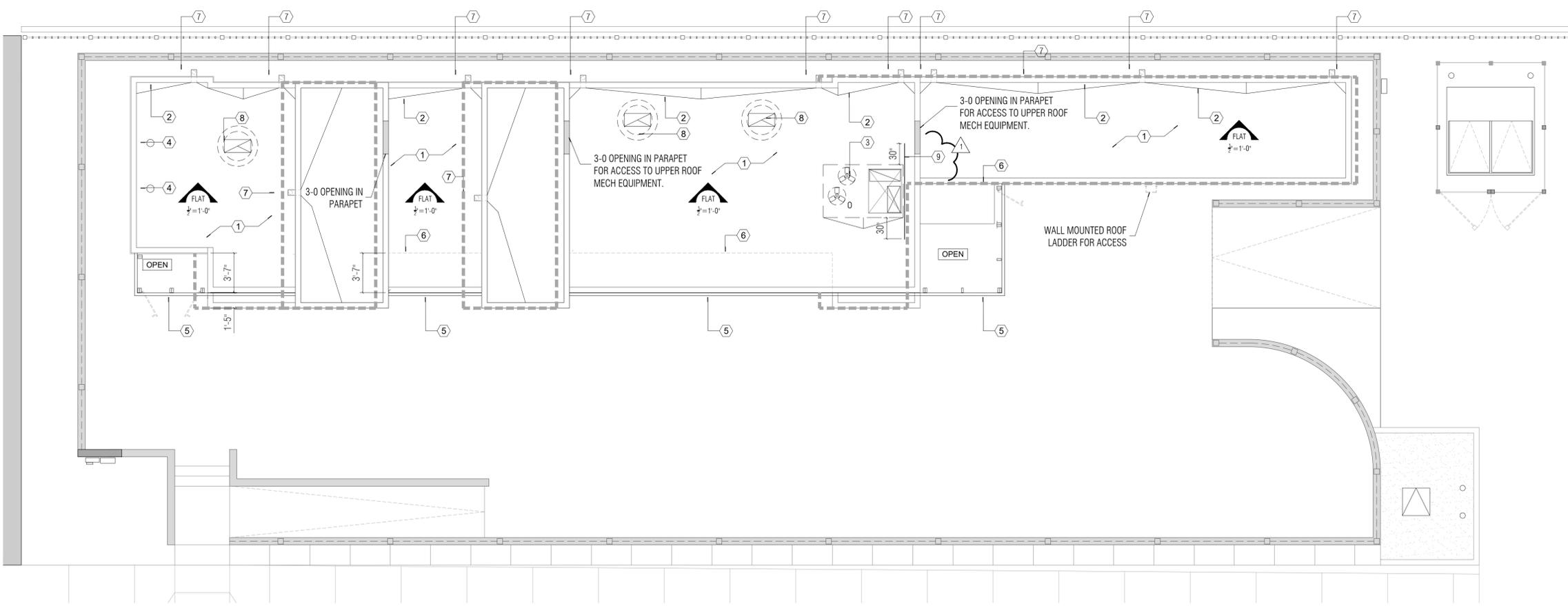
- DIMENSIONS ARE FROM THE FACE OF FRAMING UNLESS NOTED OTHERWISE.
- U.N.O. WALLS FINISHED WITH STUCCO CONTINUING TO PARAPET. ALL PARAPETS FINISHED WITH GALVANIZED METAL PARAPET CAP AND PAINTED PER TRIM PAINT SCHEDULE.
- BITUMINOUS ROLL ON ROOFING SHALL BE OF REQUIRED SOLAR REFLECTANCE INDEX (SRI). PAINTED TO MATCH BUILDING EXTERIOR. PAINT TO BE BELOW 40% LRV RATING. FLAT ROOFS TO BE A MINIMUM SLOPE OF 1/2" : 12"
- BELOW ALL SCUPPERS, PROVIDE RIP RAP FOR EROSION RESISTANCE, U.N.O.
- U.N.O. ROOF TO RECEIVE MIN. R-38 INSULATION AT DECK.

**keynotes**

- BITUMINOUS ROLL ON ROOFING OVER ROOF SHEATHING. INSTALL PER MANUFACTURERS SPECIFICATIONS.
- CRICKET, PROVIDE SLOPE 3/4" : 12" WITH TAPERED EPS INSULATION WITH FIBERGLASS FACING MECHANICAL UNIT. TYP - REFER TO MECHANICAL DRAWINGS
- BATHROOM MECHANICAL EXHAUST - REFER TO MECHANICAL DRAWINGS
- EXPANDED METAL SKRM. REFER TO ELEVATIONS AND DETAILS FOR SYSTEM SPECIFICATIONS.
- OUTLINE OF BUILDING BELOW.
- TYP. STEEL SCUPPERS - POSITION SCUPPERS TO WHERE THEY ARE CLEAR FROM ANY WINDOWS. AT LOCATIONS ABOVE HARDSCAPE, PROVIDE VERTICAL DOWNSPOUT TO RIP RAP BELOW. REFERENCE DETAIL 3/1/03 FOR SECONDARY ROOF DRAIN
- ROOF MOUNTED EXHAUST FAN FROM HOOD(S) BELOW. COORDINATE WITH MECHANICAL FOR LOCATION AND ASSOCIATED CURBING.
- PROVIDE STEEL GUARD ON TOP OF PARAPET COMPLYING WITH 2012 IMC 304.11 TO EXTEND 42" ABOVE THE ROOF. GUARD TO EXTEND MINIMUM 30" ON EACH SIDE OF THE EQUIPMENT

**legend**

----- VERTICALLY ORIENTED 22 GA. HSB-36, B-DECK, 1.5" DEEP SECTION.



**1 roof plan**  
3/16" = 1'-0"  
0 2 4 8



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**nogales**  
community kitchen  
240 n morley avenue  
nogales, arizona 85621  
project no. 2016 - 0043

**RAH**architects  
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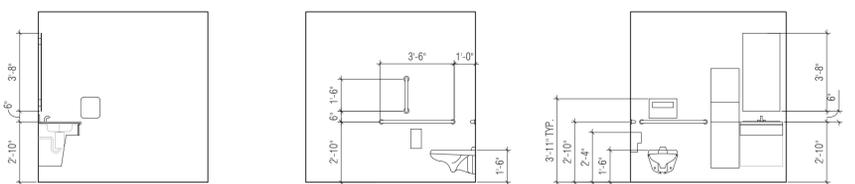
**a103**  
roof plan

# finish schedule

ROOM		WALLS						REMARKS
NO.	NAME	FLOOR	BASE	NORTH	EAST	SOUTH	WEST	
100A	COMMISSARY	SRC	INTGRL	GYP	GYP	GYP	GYP	
100B	JANITORIAL	SRC	INTGRL	GYP	GYP	GYP	GYP	
100C	COOKLINE	SRC	INTGRL				STAST	SEE FINISH PLAN
100D	PREP AREA	SRC	INTGRL					SEE FINISH PLAN
100E	WARE WASHING	SRC	INTGRL					SEE FINISH PLAN
101A	UNI-SEX RESTROOM	CT	WT	GYP	GYP	GYP	GYP	
101B	UNI-SEX RESTROOM	CT	WT	GYP	GYP	GYP	GYP	

# legend

- RB COVE BASE - ROPPE RUBBER WALL BASE, 6" - OPTION FOR KITCHEN STANDARD TOE, COLOR BY OWNER
- CT 6x6 CERAMIC WALL TILE - COLOR BY OWNER
- WT WALL TILE, DALTILE RITTENHOUSE SQUARE MATTE DESERT GRAY 3" X 6" CERAMIC BULLNOSE WALL TILE. TILE UP TO 96" A.F.F. (U.N.D)
- GYP 5/8" GYP. WALL BOARD (FINISH SMOOTH)
- GYPFX 5/8" GYP. WALL BOARD WITH EPOXY BASED PAINT
- STAST STAINLESS STEEL 72" AFF
- FRP F.R.P. (COLOR WHITE) 72" AFF
- INTGRL INTEGRAL BASE
- SRC SINGLE BROADCAST QUARTZ FLOORING



2 wc int elevations  
1/4" = 1'-0"

MENS AND WOMENS TYPICAL INTERIOR RESTROOM ELEVATIONS

# door schedule

REFER TO FINISH PLAN THIS SHEET FOR DOOR NUMBERS

NO.	ROOM	OPENING WIDTH	HEAD HEIGHT	PAIR	DOOR			FRAME			HARDWARE	COMMENTS
					TYPE	MATERIAL	FINISH	TYPE	MATERIAL	FINISH		
100A	ENCLOSED ENTRY	3'-0"	8'-0"		D3	STL	N/A				04	
100B	ENTRY	3'-0"	8'-0"		D1	HM	PT				03	SIGNAGE: DOORS TO REMAIN UNLOCKED DURING BUSINESS HOURS
101A	PANTRY/DRY STORAGE	3'-0"	6'-8"		D5	HM	PT				07	
101B	UTILITY CLOSET	5'-4"	6'-8"	o	D2	HM	PT				07	
102A	STORAGE ROOM	2'-8"	6'-8"		D5	HC	PT				07	
102B	STORAGE	2'-0"	6'-8"		D5	HC	PT				07	
103A	ENTRY	3'-0"	8'-0"		D4	ALUM	SATIN				02	SIGNAGE: DOORS TO REMAIN UNLOCKED DURING BUSINESS HOURS
103B	ENTRY	3'-0"	8'-0"		D4	ALUM	SATIN				02	SIGNAGE: DOORS TO REMAIN UNLOCKED DURING BUSINESS HOURS
104A	PREP AREA/COOK AREA	3'-0"	8'-0"		D1	HM	PT				01	SIGNAGE: DOORS TO REMAIN UNLOCKED DURING BUSINESS HOURS
105A	OUTDOOR SERVICE AREA	6'-0"	8'-0"	o	D3	STL	N/A				05	
106A	UNI-SEX RESTROOM	3'-0"	8'-0"		D1	HM	PT				01	SIGNAGE: PROVIDE RESTROOM SIGNAGE - OPT. CUSTOM SIGNAGE, COORDINATE WITH ARCH.
106B	UNI-SEX RESTROOM	3'-0"	8'-0"		D1	HM	PT				01	SIGNAGE: PROVIDE RESTROOM SIGNAGE - OPT. CUSTOM SIGNAGE, COORDINATE WITH ARCH.

# door schedule notes:

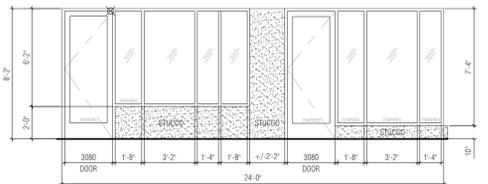
- DOOR CONTRACTOR TO FIELD-VERIFY ROUGH OPENING SIZE PER DOOR FRAME DIMENSIONS.
- ALL DOORS, DOORWAY CLEAR WIDTHS, THRESHOLDS, AND DOOR HARDWARE SHALL COMPLY WITH ICC / ANS I117.1-2012 OR CURRENT.
- DOOR HARDWARE HANDLE CENTER POINT TO BE 36" ABOVE FFE, TYP. DOOR HARDWARE TO BE LEVER HARDWARE. SUBMIT DOOR HARDWARE TO ARCHITECT FOR REVIEW.

# legend

- ALUM ALUMINUM - SATIN FINISH
  - STL STEEL - EXPOSED MILL FINISH
  - HM HOLLOW METAL - PAINTED
  - SC-PT SOLID CORE WOOD - PAINT FINISH
  - HC-PT HOLLOW CORE WOOD PAINT FINISH
- DOOR TYPES
- D1 EXTERIOR METAL DOOR
  - D2 INTERIOR METAL DOOR, VENT GRILL IN DOOR
  - D3 EXPANDED METAL OVER TS2x2 STEEL FRAME
  - D4 TEMPERED STORE FRONT
  - D5 INTERIOR HOLLOW CORE WOOD DOOR

# door hardware schedule:

- |  |  |  |
|--|--|--|
| 01 PRIVACY SET DEADBOLT W/ OCCUPANCY INDICATOR HINGES CLOSER SILENCER STOP   | 03 PANIC BAR - INTERIOR SIDE LATCH PULL - EXTERIOR HEAVYWEIGHT HINGES SILENCER CLOSER KICK PLATE - PUSH SIDE                       | 06 PRIVACY SET HINGES SILENCER STOP TOP AND BOTTOM VENT GRILLE (120 SQ IN FREE AREA) |
| 02 32" PULL - INTERIOR AND EXTERIOR MOUNTED HORIZONTAL INTERIOR MOUNTED VERTICAL ON EXTERIOR HEAVY DUTY DEADBOLT W/ THUMB TURN HINGES SILENCER CLOSER FLOOR MOUNTED STOP | 04 LEVER LOCKSET DEADBOLT ABOVE LEVER HEAVY DUTY STEEL BARREL HINGES   | 07 KEYS LOCKSET HEAVY DUTY HINGES  |
|  | 05 DEADBOLT MOUNTED AT 40" HEAVY DUTY STEEL BARREL HINGES PROVIDE LOCKING MECHANISM ON ONE LEAF TO SECURE IN A STATIONARY POSITION | 08 ENTRY LEVER LOCKSET HEAVY WEIGHT HINGES SILENCER CLOSER KICKPLATES                |



3 storefront entry  
3/16" = 1'-0"

# legend

- DO 0000 DOOR TYPE
- DOOR SIZE DOOR AND WINDOW ASSEMBLY TYPE SEE SHEET A1.00
- WD 0000 WINDOW TYPE
- WINDOW SIZE DOOR AND WINDOW ASSEMBLY TYPE SEE SHEET A1.00
- XX ROOM FINISH REFERENCE
- XX A-100A FLOOR TYPE WALL FINISH ROOM NUMBER

# floor types:

GENERAL NOTE: ALL FLOORING TYPE TO BE CONFIRMED BY OWNER. INSTALL ALL FLOORING SYSTEMS PER MANUFACTURES SPECIFICATIONS.

- (CT) BATHROOMS: CERAMIC TILE - 6" SQUARE. COLOR AND FINISH SELECTED BY OWNER.
- (SRC) KITCHEN: SINGLE BROADCAST QUARTZ FLOORING WITH MINIMUM 6" INTEGRAL COVE BASES. SLIP RESISTANT PER HEALTH DEPARTMENT APPROVED SLIP COEFFICIENT.

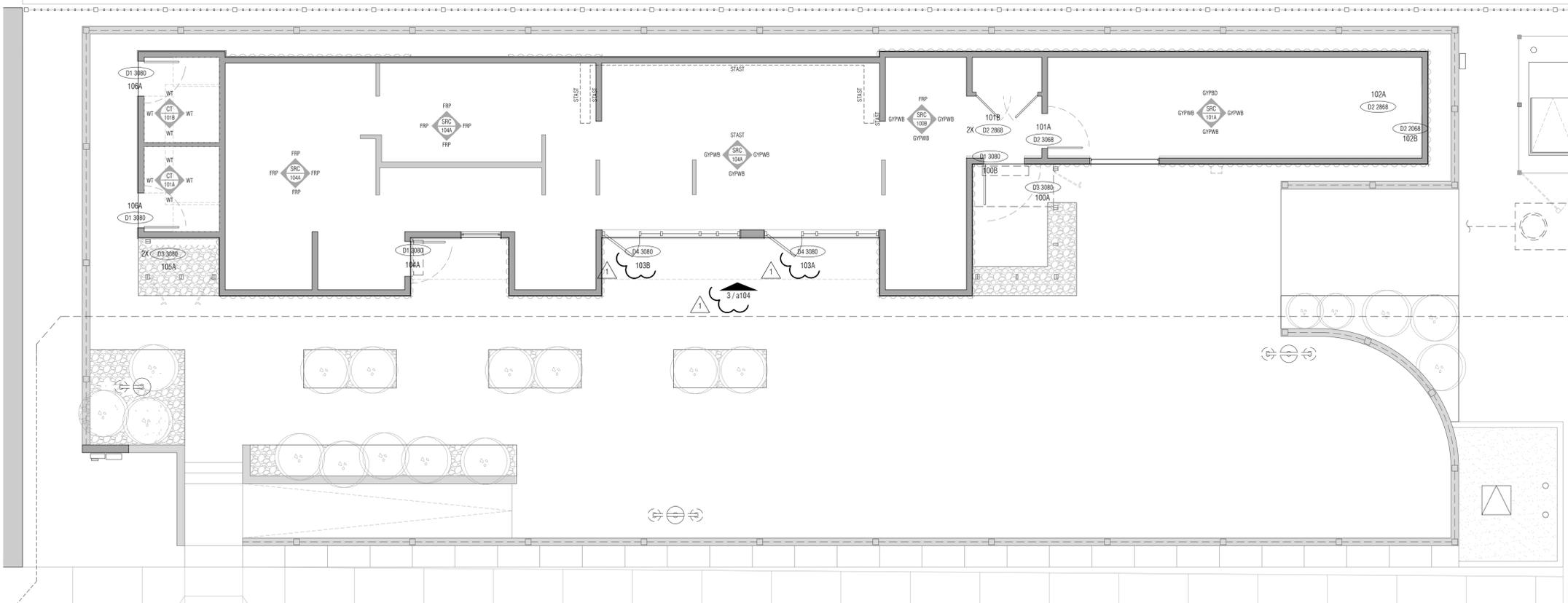
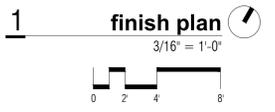


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project no. 2016 - 0043

**RAH** architects  
2102 n country club rd. suite 09  
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**a104**  
finish plan



**equipment list**

ITEM	QTY	EQUIPMENT CATEGORY
1	2	AIR CURTAIN
2		SPARE
3	1	SURFACE MOUNTED HAND SINK WITH SPLASH GUARDS
4	3	HAND SINK, WALL MOUNTED
5	3	SOAP AND TOWEL DISPENSER
6		SPARE
7	10	WIRE SHELVING STORAGE (60")
8	1	DISH DRYING WIRE SHELVING (36")
9	2	DISHWASHER RACK
10	2	WALL SHELF WITH POT RACK
11	1	3 COMPARTMENT SINK/CLEAN TABLE
12	1	DISHMACHINE
13	LOT	STAINLESS STEEL WALL LINER
14	LOT	FRP - FIBER REINFORCED PLASTIC
15		SPARE
16	LOT	OVERHEAD STAINLESS SHELVING
17		SPARE
18	1	TYPE II EXHAUST HOOD
19	1	EXHAUST FAN
20	1	MAKE UP AIR

**equipment list**

ITEM	QTY	EQUIPMENT CATEGORY
21	1	SCRAP SINK
22	1	PRE-RINSE ASSEMBLY
23	5	WASTE RECEPTACLE
24	2	DISH RACK DOLLY
25	1	DISH RACK SHELF
26	1	SOILED DISH TABLE W/ LANDING
27	4	WASTE CHUTE
28	1	TEA BREWER
29	1	COFFEE BREWER
30	2	HEAT LAMP
31	1	POINT OF SALE
32	1	ICE AND WATER STATION
33		SPARE
34	1	WORK COUNTER (CUSTOM FINISH)
35	1	SERVICE COUNTER (CUSTOM FINISH)
36	3	REACH-IN REFRIGERATOR
37	3	REACH-IN FREEZER
38	1	FLOOR TROUGH
39	1	WATER FILTER
40	1	ICE BIN

**equipment list**

ITEM	QTY	EQUIPMENT CATEGORY
41	1	ICE MAKER (1300+ LBS)
42	LOT	STAINLESS STEEL WORK TABLE
43	1	OVEN
44	2	TYPE I EXHAUST HOOD
45	2	EXHAUST FAN
46	2	MAKE UP AIR UNIT
47		SPARE
48	1	(6) BURNER RANGE WITH CONVENTION OVEN
49		SPARE
50	1	GRIDDLE TOP RANGE WITH CONVENTION OVEN
51	1	93" REFRIGERATOR EQUIPMENT STAND
52	1	CHARBROILER
53	1	60" REFRIGERATOR EQUIPMENT STAND
54	1	(4) WELL HOT FOOD TABLE
55	2	REFRIGERATED PREP TABLE
56	2	FRYER
57	1	POT BOILER
58	1	MIXER
59		SPARE
60		SPARE

**health department notes:**

1. FOOD PREPARATION, DISHWASHING, STORAGE AND RESTROOM AREAS TO HAVE:
  - DURABLE, EASILY CLEANABLE, AND PROPER COVERED BASE FLOORS.
  - SMOOTH, NON-ABSORBENT, AND EASILY CLEANABLE LIGHT COLORED WALLS AND CEILING.
2. ICE MACHINE BINS, CONDENSATE LINES, FOOD PREPARATION SINKS, DISHWASHERS AND WATER/BEVERAGE DISPENSING SYSTEMS SHALL DRAIN INDIRECTLY INTO A FLOOR SINK.
3. OPERATOR TO OBTAIN FOOD CERTIFICATE PRIOR TO OPENING.
4. A HAND WASHING SINK SHALL BE PROVIDED IN THE FOOD PREPARATION AREA.
5. ENTIRE FACILITY TO BE IN CURRENT COMPLIANCE WITH ALL HEALTH DEPARTMENT CODES.
6. IN THE EVENT THAT FOOD PRODUCTS ARE SOLD AT THE FACILITY, FOOD WILL BE SERVED ON DISPOSABLE UTENSILS THAT MEET THE HEALTH DEPARTMENT CODES.

**general notes:**

1. THESE PLANS ARE PROVIDED FOR THE PURPOSE OF INDICATING FOOD SERVICE EQUIPMENT LOCATIONS AND REQUIREMENTS ONLY AND ARE NOT TO BE CONSTRUCTED BY THE GENERAL CONTRACTOR OR SUBCONTRACTOR AS TO RELIEVE THEM FROM THEIR RESPONSIBILITY OF COMPLYING WITH ALL APPLICABLE CODES. REFER TO ARCHITECTURAL DRAWINGS, MECHANICAL, AND ELECTRICAL DRAWINGS FOR BALANCE OF WORK NOT IN KITCHEN EQUIPMENT PACKAGE.
2. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR HIS ASSIGNED COORDINATOR TO INSURE THAT THE FOOD SERVICE EQUIPMENT CONTRACTOR RECEIVES COPIES OF ALL ADDENDUM AND CHANGES TO ARCHITECTURAL DOCUMENTS WHICH ARE MADE PRIOR TO AND DURING CONSTRUCTION.
3. GENERAL CONTRACTOR SHALL PROVIDE THE NECESSARY WALL BACKING FOR ALL WALL MOUNTED EQUIPMENT (SHELVING, POT RACKS, ETC.) AS INDICATED ON FOOD SERVICE EQUIPMENT DRAWING(S).
4. WHERE REQUIRED BY LOCAL CODES, FLOORS SHALL BE SLOPED TO FLOOR DRAINS TO COMPLY WITH SAID CODES.
5. PLUMBING, ELECTRICAL, MECHANICAL AND THE WORK OF ALL OTHER TRADES INVOLVED SHALL CONFORM TO PRESENT DAY CODES.
6. ALL EQUIPMENT TO BE N.S.F. APPROVED OR EQUIVALENT.
7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AND COORDINATE WITH THE FOOD SERVICE EQUIPMENT CONTRACTOR ANY DISCREPANCIES OR OMISSIONS INCLUDING, BUT NOT LIMITED TO, DIMENSIONAL LAYOUT ON THESE PLANS PRIOR TO START OF CONSTRUCTION. ALL TRANSACTIONS SHALL BE IN WRITING.
8. FLOOR DEPRESSIONS & INSULATED FLOORS FOR WALK-INS ARE TO BE PROVIDED BY THE GENERAL CONTRACTOR AND AS DETAILED.
9. GENERAL CONTRACTOR TO PROVIDE FINISHED CURBS FOR WALK-IN REFRIGERATOR/FREEZER COMPRESSOR/CONDENSOR UNITS (VERIFY LOCATIONS). SLEEVES SHOULD BE PROVIDED THROUGH CURBS AND FINISHED BUILDING ROOF AND REFRIGERATION LINE SETS. SLEEVES AND PENETRATIONS THROUGH ROOF OR BUILDING WALLS SHALL BE FURNISHED AND INSTALLED BY THE GENERAL CONTRACTOR. CONSULT WITH VENDOR OR MANUFACTURER FOR DIAMETER SIZE SLEEVES(S) REQUIRED. PENETRATIONS THROUGH FIRE RATED WALLS AND FIRE RATED CAULKING SEAL SHALL BE BY THE GENERAL CONTRACTOR.

**general finish notes:**

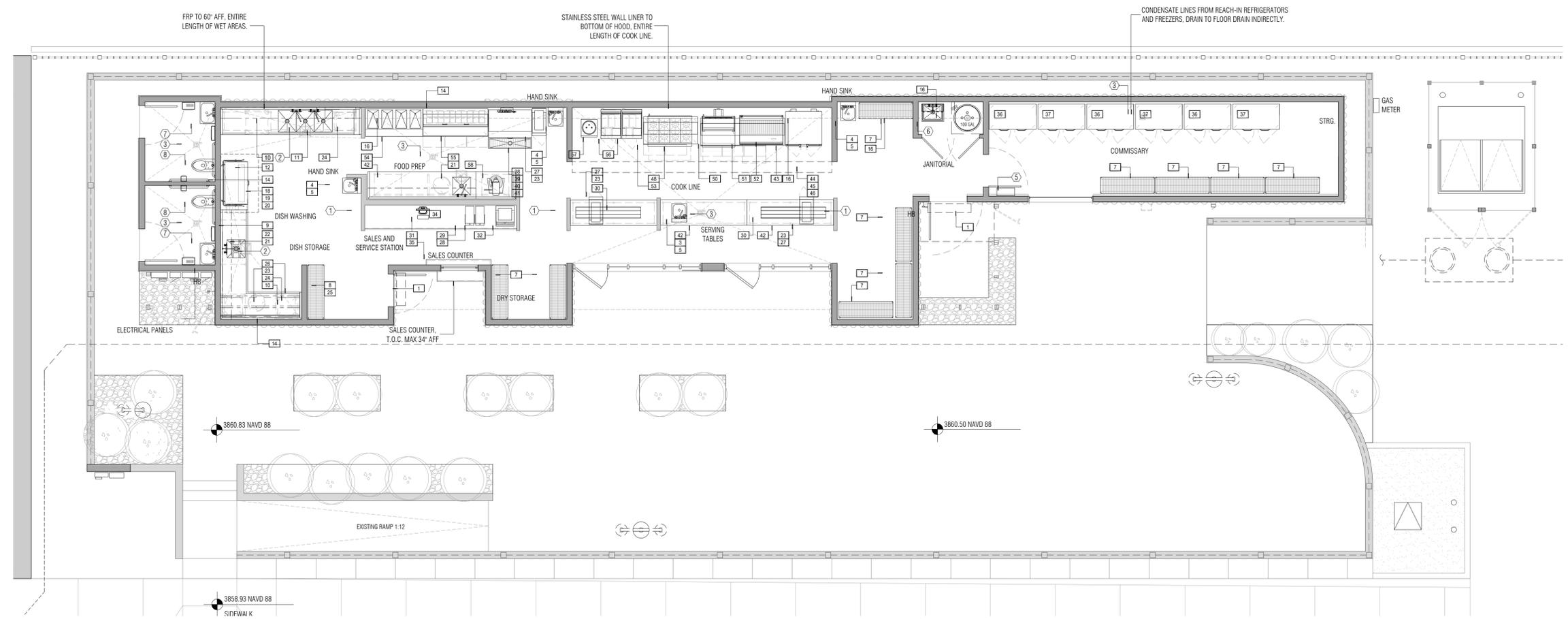
1. IN KITCHEN AND BAR AREAS (AND ANY OTHER FOOD PREP AREAS) ALL FLOORING SURFACES SHALL RECEIVE SLIP RESISTANT, DURABLE AND EASILY CLEANABLE FLOORING MATERIALS. FLOORING AND RELATED COVES SHALL BE CERAMIC TILE OF EQUAL.
2. CEILING IN THE KITCHEN SHALL BE A DROP CEILING WITH TILES THAT ARE NON-POROUS AND EASILY CLEANABLE.
3. ALL LIGHTS IN THE KITCHEN SHALL BE FIXED WITH COVERS. NO EXPOSED BULBS ALLOWED.
4. ALL WALLS SHALL BE FINISHED WITH A NON-POROUS, EASILY CLEANABLE FINISH. WALLS SHALL RECEIVE EPOXY BASED PAINT OR EQUAL. WALLS ADJACENT TO WET AREAS SHALL RECEIVE FRP TO A MINIMUM OF 60" AFF. WALLS ADJACENT TO HOT OR COOKING AREAS SHALL RECEIVE FULL HEIGHT STAINLESS STEEL (MIN TO BOTTOM OF HOOD).
5. BATHROOMS SHALL RECEIVE TILE FLOORS WITH TILE COVES. WALLS SHALL BE FINISHED WITH EPOXY BASED PAINT OR EQUAL.

**hood notes:**

1. ALL KITCHEN HOODS SHALL BE INSTALLED AND INCLUDE FIRE SUPPRESSION THAT ADHERES TO NFPA 96-2016 STANDARDS. HOODS SHALL BE INSTALLED BY A L-16 LICENSED CONTRACTOR. REFER TO MECHANICAL DRAWINGS FOR FURTHER DETAILS AND SPECIFICATIONS.

**keynotes**

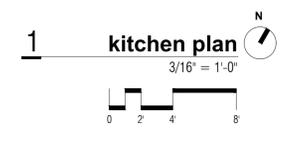
1. PONY WALL, TOP OF WALL 40" AFF. REFERENCE ELECTRICAL FOR RECEPTS AND SWITCHES IN FACE OF WALL.
2. FLOOR SINK, REFERENCE PLUMBING SHEETS.
3. FLOOR DRAINS, REFERENCE PLUMBING SHEETS. NOT USED.
4. FIRE ALARM EQUIPMENT.
5. MOP SINK, REFER TO PLUMBING.
6. WALL MOUNTED LAVATORY, REFER TO PLUMBING.
7. FLOOR MOUNTED TOILET, REFER TO PLUMBING.
8. PONY WALL, TOP OF WALL TO MATCH WORK TABLE SURFACE. PONY WALL TO HOUSE HOT AND COLD WATER LINES FOR SURFACE MOUNTED HAND SINK ADJACENT.



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**ae1.0**  
 kitchen plan

ITEM NO.	QTY.	EQUIPMENT	MANUFACTURER	MODEL NUMBER	PROVIDED BY	EQUIPMENT NOTES	ELECTRICAL TAG	AMPS	HORSEPOWER	VOLTS	PHASE	DIRECT	PLUG	ELECTRICAL AFF (IN)	NEMA CONFIG.	PLUMBING TAG	COLD WATER SIZE (IN)	COLD WATER AFF (IN)	HOT WATER SIZE (IN)	HOT WATER AFF (IN)	WASTE TAG	DIRECT DRAIN SIZE (IN)	DIRECT DRAIN AFF (IN)	INDIRECT DRAIN SIZE (IN)	INDIRECT DRAIN AFF (IN)	GAS TAG	GAS LINE SIZE (IN)	GAS LINE AFF (IN)	MBTUH (K)	MECHANICAL TAG	MBTUH (K)	
1	2	AIR CURTAIN / MARS	STD 248-2E-08	STD 248-2E-08	BY CONTRACTOR			29	N/A	230	1	X	108"	HARDWIRE																		
2		SPARE																														
3	1	HAND SINK, SURFACE MOUNTED	KROWNE	HS-21	BY CONTRACTOR	INTEGRAL SPLASH GUARD WHERE REQUIRED											1/2"	24"	1/2"	24"		1.5'	18"									
4	3	HAND SINK, WALL MOUNTED	KROWNE	HS-21	BY CONTRACTOR	INTEGRAL SPLASH GUARD WHERE REQUIRED											1/2"	24"	1/2"	24"		1.5'	18"	1.5'	F.S.							
5	3	SOAP AND TOWEL DISPENSER	THUNDERGROUP (BOTH)	PLSD377 / PLPTD394	BY CONTRACTOR																											
6		SPARE																														
7	10	WIRE SHELVING STORAGE - 60"	THUNDER GROUP	STAINLESS STEEL	BY CONTRACTOR																											
8	1	DISH DRYING WIRE SHELVING - 36"	THUNDER GROUP	STAINLESS STEEL	BY CONTRACTOR																											
9	2	DISHWASHER RACK																														
10	2	WALL SHELF WITH POT RACK	CUSTOM	CUSTOM	BY CONTRACTOR																											
11	1	3 COMPARTMENT SINK/CLEAN TABLE	CUSTOM	CUSTOM	BY CONTRACTOR												1/2"	14"	1/2"	14"				(3)1.5'	F.S.							
12	1	SINGLE RACK DISH WASHER	NOBLE WAREWASHING	NOBLE II	BY CONTRACTOR		22.8	N/A	115	1	X		60"	HARDWIRE				1/2"	65"				2'	F.S.								
13	LOT	STAINLESS STEEL WALL LINER	CUSTOM	CUSTOM	BY CONTRACTOR																											
14	LOT	FRP - FIBER REINFORCED PLASTIC	CUSTOM	CUSTOM	BY CONTRACTOR																											
15		SPARE																														
16	LOT	STAINLESS STEEL WIRE SHELVING	CUSTOM	CUSTOM	BY CONTRACTOR																											
17		SPARE																														
18	1	TYPE II EXHAUST HOOD	VERIFY	VERIFY	BY CONTRACTOR																											
19	1	EXHAUST FAN	VERIFY	VERIFY	BY CONTRACTOR																											
20	1	MAKE UP AIR UNIT	VERIFY	VERIFY	BY CONTRACTOR																											
21	1	SCRAP SINK	CUSTOM	CUSTOM	BY CONTRACTOR																				1.5'	F.S.						
22	1	PRE-RINSE ASSEMBLY	KROWNE	17-108WL	BY CONTRACTOR												1/2"	14"	1/2"	14"												
23	5	WASTE RECEPTACLE	VERIFY	VERIFY	BY CONTRACTOR																											
24	2	DISH RACK DOLLY	NOBLE	274RKDOLLY	BY CONTRACTOR																											
25	1	DISH RACK SHELF	CUSTOM	CUSTOM	BY CONTRACTOR																											
26	1	SOILED DISH TABLE W/ LANDING	CUSTOM	CUSTOM	BY CONTRACTOR																											
27	4	WASTE CHUTE	CUSTOM	CUSTOM	BY CONTRACTOR																											
28	1	TEA BREWER	BUNN	ITB-DBC LP	BY CONTRACTOR	WATER FILTER AS ADDITIONAL PURCHASE		14.0	N/A	120	1	X	38"	5-15P		1/4"	42"														PROVIDE BACKFLOW PREV.	
29	1	COFFEE BREWER	GRINDMASTER	CPO-3P-15A	BY CONTRACTOR			15.0	N/A	120	1	X	38"	5-15P		1/4"	42"														PROVIDE BACKFLOW PREV.	
30	2	HEAT LAMP	HATCO	GR-60	BY CONTRACTOR			8.8	N/A	120	1	X	100"	5-15P																		
31	1	POINT OF SALE	VERIFY	VERIFY	BY CONTRACTOR																											
32	1	ICE AND WATER STATION	ADVANCE TABCO	D-24-WSIBL	BY CONTRACTOR													1/2"	24"		1'	18"										
33		SPARE																														
34	1	CUSTOM COUNTER STORAGE BELOW	CUSTOM	CUSTOM	BY CONTRACTOR																											
35	1	SERVICE COUNTER, STAINLESS STEEL TOP	CUSTOM	CUSTOM	BY CONTRACTOR																											
36	3	REACH-IN REFRIGERATOR	EVEREST	ESR2	BY CONTRACTOR			4.92	1/3	120	1	X	66"	5-15P																		
37	3	REACH-IN FREEZER	EVEREST	ESF2	BY CONTRACTOR			15.2	1/2	120	1	X	66"	5-15P																		
38	1	FLOOR TROUGH	CUSTOM	CUSTOM	BY CONTRACTOR																	3'	0'									
39	1	WATER FILTER	ICE-O-MATIC	IFQ2	BY CONTRACTOR																											
40	1	ICE-O-MATIC ICE BIN	ICE-O-MATIC	B100PS	BY CONTRACTOR																				3/4"	F.S.						
41	1	ICE MAKER (1300+ LBS)	ICE-O-MATIC	ICE1405HA	BY CONTRACTOR		21.7	N/A	230	1	X		66"	HARDWIRE		3/8"	66"							3/4"	F.S.							
42	5	STAINLESS STEEL WORK TABLE	CUSTOM	CUSTOM	BY CONTRACTOR																											
43	1	OVEN	BLOGGETT	SHD-100-E	BY CONTRACTOR		31	N/A	208	3	X		28"	HARDWIRE																		
44	1	TYPE I EXHAUST HOOD	VERIFY	VERIFY	BY CONTRACTOR																											
45	1	EXHAUST FAN	VERIFY	VERIFY	BY CONTRACTOR																											
46	1	MAKE UP AIR UNIT	VERIFY	VERIFY	BY CONTRACTOR																											
47		SPARE																														
48	1	(6) BURNER RANGE ULTRA MAX	STAR	808HA	BY CONTRACTOR																						3/4"	41"	240K			
49		SPARE																														
50	1	GRIDDLE TOP RANGE	STAR MAX	648MF	BY CONTRACTOR																						3/4"	41"	114K			
51	1	93" REFRIGERATOR EQUIPMENT STAND	TRUE FOOD SERVICE EQUIP.	TUC-93D-6	BY CONTRACTOR		4.5	1/3	115	1	X		24"	5-15P																		
52	1	CHARBROILER	AMERICAN RANGE	ARRB-48	BY CONTRACTOR																						3/4"	41"	120K			
53	1	60" REFRIGERATOR EQUIPMENT STAND	TRUE FOOD SERVICE EQUIP.	TWT-60	BY CONTRACTOR		5.1	1/5	115	1	X		24"	5-15P																		
54	1	(4) WELL HOT FOOD TABLE W/ STAND	TRUE FOOD SERVICE EQUIP.	DHT4-120 / SHT4-120	BY CONTRACTOR		16.6	N/A	120	1	X		24"	5-30P																		
55	1	REFRIGERATED PREP TABLE	EVEREST REFRIGERATION	EPBNR3	BY CONTRACTOR		4.11	1/3	115	1	X		24"	5-15P																		
56	2	FRYER	FRIALATOR	65S	BY CONTRACTOR																						3/4"	10"	150K			
57	1	POT BOILER	BAKERS PRIDE	BPSP-18-2	BY CONTRACTOR																						3/4"	16"	90K			
58	1	MIXER	GLOBE	SP20	BY CONTRACTOR		6.0	1/2	115	1	X		24"	5-15P																		
59		SPARE																														
60		SPARE																														

### equipment schedule

**general notes:**

1. ALL EQUIPMENT TO BE PROVIDED BY OWNER.
2. EQUIPMENT SPECIFIED SHALL BE AS LISTED OR EQUAL TO QUALITY AND FUNCTION.



REVISION 1	OCT 01 2017
PERMIT	SEPT 01 2017
<b>issue</b>	<b>date</b>

**nogales**  
community kitchen  
240 n morley avenue  
nogales, arizona 85716  
project no. 2016 - 0043

**RAH** architects  
2102 n country club rd. suite 09  
tucson, arizona 85716  
www.rahwork.com  
© 2017, all rights reserved RAHarchitects, Ltd.  
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**Interoffice Memorandum**

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**To:** Board of Supervisors  
**From:** Juan Balderas, Information Technology Director  
**Date:** June 16, 2020  
**Subject:** NetMotion Software Agreement

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Recommendation:

Staff recommends that the Board approve the renewal of the “NetMotion License Agreement” with NetMotion Software Inc., for a maintenance contract, in the amount of \$12,000.08

Background:

Santa Cruz County relies on NetMotion to provide persistent VPN connectivity that maintains reliable connections and optimized performance for our remote workforce.

Financial Implications:

The annual cost to renew this service agreement is \$12,000.08 and is budgeted in the Information Technology Department X100-19-00-7549.

Proposed Motion:

Move to approve the renewal of “NetMotion License Agreement” for the maintenance of the software modules in the amount of \$12,000.08.

<b>Customer:</b> Current license holder	<i>Account:</i>	Santa Cruz County AZ	
	<i>Address:</i>	2150 N Congress Dr Ste 118	
	<i>City, State Zip Code:</i>	Nogales, AZ 85621 US	
	<i>Contact Name:</i>	TBD	
	<i>Email:</i>	TBD	
	<i>Phone Number:</i>	Land: (520) 375-7800	Mobile:
	<i>License Group#:</i>	0023059	

<b>Mobility Licenses:</b> Perpetual Licenses to be converted to Subscription Licenses	<i>Product(s)</i>	Mobility		
	<i>No. of Devices</i>	140		
	<i>No of Add'l Servers:</i>	1		
	<i>Maintenance Period:</i>	30 June 2020		
	<i>Modules (Yes/No)</i>	<i>Policy:</i> <input checked="" type="checkbox"/>	<i>NAC:</i> <input type="checkbox"/>	<i>Analytics:</i> <input type="checkbox"/>

This Software License Conversion Form confirms the agreed upon Terms between NetMotion Software, Inc ("NetMotion") and the **County of Santa Cruz AZ** ("Customer") concerning the Subscription Agreement for NetMotion Complete software licenses. The Customer agrees to discontinue the use of the permanent licenses listed above and to relinquish permanent licenses and commencing from the Effective Date of **30 June 2020** (the "Term"), which will be paid annually, with the prorated portion being due at the time of conversion.

Customer agrees that all 140 licenses of Subscription will be renewed on or before 6/30/2020 at the \$85.72 per year, per license rate and that rate of \$85.72 per year, per device will be locked in for the 140 licenses until 6/30/2021. For all 140 of these licenses price increases will not exceed 5% each year. Future subscription orders above 140 licenses will be offered at \$120 per year, per device for the duration of the contract with a minimum order quantity of 5 licenses.

All software and licenses will be converted from Perpetual to Subscription thirty (30) days from effective date. By signing this document, Customer agrees to all terms and conditions as outlined in the appropriate End User License Agreement that can be found at: <https://www.netmotionsoftware.com/legal-and-copyright/>

Customer Signature	Printed Name and Title: Click or tap here to enter text.
	Signature:
	Date: 29-Apr-20

Returned signed form to: [sales@netmotionsoftware.com](mailto:sales@netmotionsoftware.com)

# PROBATION DEPARTMENT SANTA CRUZ COUNTY

Thomas Fink  
Presiding Superior Court Judge



Luis B. Fimbres  
Chief Probation Officer

To: Board of Supervisors

From: Luis B. Fimbres

Re: Family Counseling Program - Fiscal Year 2021 (Resolution #2020-08)

Date: June 9, 2020

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**Subject:** The Probation Department respectfully requests that the Board of Supervisors provide financial support for the Family Counseling Program during fiscal year 2021. Santa Cruz County's Board of Supervisors previously established this program pursuant to A.R.S. §8-262.

**Background:** The State of Arizona is offering the Probation Department a total of \$8,397 to operate its Family Counseling Program during fiscal year 2021. To receive the monies, Santa Cruz County must provide matching funds from the general fund totaling \$2,099.

**Request:** We respectfully request that the Board authorize expenditure of the required matching funds of \$2,099.

**Implications:** The matching funds would come from the general fund, but it is a budgeted expense. It would not be a new expense.

I will be glad to answer any questions you may have relating to this request.

Thank you for your time and consideration in this matter.

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING  
FISCAL YEAR 2021**

**Board Resolution #2020-08**

The Santa Cruz County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section § 8-261 through § 8-265 for fiscal year 2021.

The Board of Supervisors resolves that \$2,099 in matching funds will be provided by this county's Board of Supervisors for Santa Cruz County, Arizona.

	June 16, 2020
_____	_____
Clerk of the Board	Date

	June 16, 2020
_____	_____
Chairperson, Board of Supervisors	Date

Please file with:

**Arizona Supreme Court  
Administrative Office of the Courts  
Juvenile Justice Services Division  
Attention: TC Colla, Program Manager  
1501 West Washington Street, Suite 337  
Phoenix, Arizona 85007-3231**



## Santa Cruz County Continuing Education Program

**TO:** Board of Supervisors

**FROM:** Maritza Cervantes  
WIOA Director

**CC:** Jennifer St. John  
County Manager

**DATE:** June 16, 2020

**SUBJECT:** Discussion/possible action requesting Board approval of the Intergovernmental Agreement Contract Amendment 3 Contract ID #DI19-002207 with the Arizona Department of Economic Security for \$1,016.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Intergovernmental Agreement Contract Amendment 3 contract ID #DI19-002207 with the Arizona Department of Economic Security for a budget increase of \$1,016.

**BACKGROUND:**

Intergovernmental Agreement Contract Amendment 3 contract ID #DI19-002207 is the Workforce Innovation Opportunity Act (WIOA) Title I allocation for PY2019/FY2020. This funding is utilized to provide WIOA services to eligible Dislocated Workers in our community.

**FINANCIAL IMPLICATIONS:**

There is no fiscal impact on the General fund, as all WIOA funds are Federal grants.

**PROPOSED MOTION:**

Move to approve acceptance of the Intergovernmental Agreement Contract Amendment 3 Contract ID #DI19-002207 with the Arizona Department of Economic Security for a budget increase of \$1,016.



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)  Santa Cruz County Board of Supervisors 2150 N. Congress Dr. Suite 118 Nogales, Arizona 85621	2. CONTRACT ID NUMBER  DI19-002207
	3. AMENDMENT NUMBER  3

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 9.0 Manner of Financing, Paragraph 9.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

PY19/FY20 Additional Allocation- TEGL 19-19			
PY	2019	AD Admin	
PY	2019	YT Admin	
PY	2019	DW Admin	
FY	2020	AD Admin	
FY	2020	DW Admin	\$102
PY	2019	Youth	
PY	2019	Adult	
FY	2020	Adult	
PY	2019	DW	
FY	2020	DW	\$914
PY	2019	RR	
FY	2020	RR	

This is an increase of \$1,016

The reimbursement ceiling is increased from \$2,195,528 to \$2,196,544

Attachment B. Allocation by Program and Fiscal Year, updated 5/29/2020 is revised and attached and reflects all current totals by Program and Fiscal Year.

Back to Agenda

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. <b>ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>	7. NAME OF CONTRACTOR <b>SANTA CRUZ COUNTY BOARD OF SUPERVISORS</b>
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	TYPED NAME
TITLE	TITLE
DATE	DATE
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.	
<b>ARIZONA ATTORNEY GENERAL'S OFFICE</b>	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE:

DI19-002207 A3

# Precinct Committee Person Application Form



Santa Cruz County  
Elections Department  
2150 N. Congress Dr., Rm. 119  
Nogales, AZ 85621  
Phone 520-375-7812 Fax 520-761-7843



Party:  Democrat  Republican

Precinct # 13

Term of Office: 2018 - 2020

Please accept the  Appointment  Resignation

of the following individual as a Precinct Committee Person:

Castillo Estee D  
Last Name First Name Middle Initial

10 Rodeo Ct. Nogales AZ  
Residence Address  Check box only if you want your address to be confidential.

Mailing Address (if different than above)  Check box only if you want your address to be confidential.

Nogales 85621 (520) 416-4900 edenisse05@gmail.com  
City/Town Zip Code Telephone # Email Address

[Signature] 06/02/2020  
Signature of Appointee or Resignee Date

[Signature] 6/8/20  
Authorized Signature of Party Chair Date

**All Precinct Committee appointments are submitted by the County Chair (ARS 16-821 B). County Chair's signature required above.**

## **MEMORANDUM**

**TO:** Honorable Chairman and Members of the Board of Supervisors

**FROM:** Tara Hampton, Clerk of the Board/Elections Director

**DATE:** June 8, 2020

**RE:** 2020 Help America Vote Act (HAVA) Election Security Grant

**CC:** Jennifer St. John, County Manager

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**RECOMMENDATION:** Staff recommends that the Board approve and accept the 2020 Help America Vote Act (HAVA) Election Security Grant, CFDA #90.404 from the US Election Assistance Commission, effective 12/21/2019 – 12/20/2024, in the amount of \$81,174.56.

**BACKGROUND:** In 2019, Congress authorized funding for the 2020 HAVA Election Security grant, pursuant to the Consolidated Appropriations Act of 2020 (Public Law 116-93). The State of Arizona was awarded \$8,362,741 with a state match share of \$1,672,548. Santa Cruz County has been awarded \$81,174.56, in which these monies are equally split between the Recorder's Office and Elections Department.

**FINANCIAL IMPLICATIONS:** There are no financial implications as this grant does not require a match by the County. This is a grant that has been awarded in the past; therefore, a fund has already been established.

**PROPOSED MOTION:** Motion to approve and accept the 2020 Help America Vote Act (HAVA) Election Security Grant, CFDA #90.404 from the US Election Assistance Commission, effective 12/21/2019 – 12/20/2024, in the amount of \$81,174.56.



## NOTICE OF SUB-GRANT AWARD LETTER

May 1, 2020

**Federal Sub-Grant:** 2020 HAVA Election Security Grant

**CFDA Number:** 90.404

**Agreement Number:** AZ20101001

**Federal Awarding Agency:** US Election Assistance Commission

**Project Period:** 12/21/2019 – 12/20/2024

**Application Period:** Receipt of this letter – 06/30/2022

**Award Amount:** \$81,174.56

**Sub-Grantee County:** Santa Cruz

**Sub-Grantee Address:** 2150 North Congress Drive, Nogales, Arizona 85621

The Arizona Secretary of State's Office is pleased to inform you that your county has been awarded a 2020 HAVA Election Security sub-grant. This sub-grant is made on the basis of submitting an application and making expenditures that fall under the following HAVA guidelines:

- Replace voting equipment that only records a voter's intent electronically with equipment that utilizes a voter verified paper record;
- Implement a post-election audit system that provides a high level of confidence in the accuracy of the final vote tally;
- Upgrade election-related computer systems to address cyber vulnerabilities identified through Department of Homeland Security, or similar scans or assessments of, existing election systems;
- Facilitate cybersecurity training for the state chief election official's office and local election officials;
- Implement established cybersecurity best practices for election systems;
- Fund other activities that will improve the security of elections for Federal office.
- Complying with the requirements under title III;
- Improving the administration of elections for Federal office;
- Educating voters concerning voting procedures, voting rights, and voting technology;
- Training election officials, poll workers, and election volunteers;
- Developing the State plan for requirements payments to be submitted under part 1 of subtitle D of title II;

- Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes;
- Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing nonvisual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language;
- Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.

Additionally, the EAC has put out the following guidance on COVID-19 expenses:

- “HAVA neither expressly authorizes nor prohibits the use of section 101 or section 251 funds for expenditures necessary to protect against and respond to a pandemic. Both sections provide payments for the purposes of improving the administration of elections for federal office, which can include expenditures that would protect staff and poll workers, secure physical locations, and address unexpected expenses due to the COVID-19 pandemic during a federal election. The costs must still meet standards set in general federal grants regulations...”

Note: COVID-19 expenses must be incurred between 01/20/2020 and 12/31/2020.

The sub-grant requirements are contained in the Code of Federal Regulations, 2 C.F.R. 200. Sub-grant recipients must follow all federal HAVA laws and any state applicable laws relating to grants.

Sub-grant recipients must also provide the Secretary of State’s Office with invoices and payment receipts for any purchases within 30 days of purchase.<sup>1</sup> If funds are not spent within 30 days, they must be placed in an interest-bearing account. Quarterly reports should be submitted if funds are not fully expended within 30 days, in which the reports shall include the interest earned, the amount spent and current balance, at minimum. Please refer to the sub-grant guidelines packet for further information and requirements.

By submitting an application with HAVA approved expenditures to the Secretary of State’s Office, you are confirming your county’s acceptance of this award. The award disbursement is contingent on Secretary of State’s review and approval of your application.

Thank you,



Katie Hobbs  
Arizona Secretary of State

<sup>1</sup> Purchases made between December 21, 2019 and the date of the award are exempt from this requirement and are eligible to be submitted for reimbursement.

# 2020 HAVA

Election Security Grant

## Arizona Sub-Grant Guidelines



**KATIE HOBBS**  
SECRETARY OF STATE

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## What is the 2020 HAVA Election Security Grant?

On December 20, 2019 the Consolidated Appropriations Act of 2020 (Public Law 116-93) was signed into law. The Act includes [\\$425 million in new HAVA funds](#), with Arizona's portion set at \$8,362,741 and a state match share of \$1,672,548. The funds are being made available to states to improve the administration of elections for Federal office, including to enhance technology and make election security improvements. This funding will provide Arizona with additional resources to secure and improve election administration.

## Important Dates

December 21, 2019	2020 HAVA Election Security Grant project period begins
January 17, 2020	Notice of Grant Award received by SOS
March 28, 2020	Governor signed State budget agreement
December 21, 2021	Deadline to meet State's obligation to match funds
June 30, 2022	Deadline to disperse sub-grants, per legislative appropriation
December 20, 2024	2020 HAVA Election Security Grant project period ends

## Useful Links

2020 HAVA Election Security Grant Award Packet:

<https://www.eac.gov/sites/default/files/paymentgrants/2020HAVAElectionSecurityAwardPacket.pdf>

Consolidated Appropriations Act, 2020:

<https://www.congress.gov/bill/116th-congress/house-bill/1158/text?q=%7B%22search%22%3A%5B%22appropriations+2020+consolidated%22%5D%7D&r=1&s=4>

EAC Website: <https://www.eac.gov/>

EAC's Frequently Asked Questions (FAQS):

<https://www.eac.gov/payments-and-grants/grants-fags#How-can-states-use-the-funds?>

Help America Vote Act:

[https://www.justice.gov/sites/default/files/crt/legacy/2010/12/15/pl252\\_107.pdf](https://www.justice.gov/sites/default/files/crt/legacy/2010/12/15/pl252_107.pdf)

## Allowable and Unallowable Costs

Pursuant to Congressional intent under the Consolidated Appropriations Act, 2020 (Public Law 116-93), Counties **may expend** grant funds to do any of the following:

- Replace voting equipment that only records a voter's intent electronically with equipment that utilizes a voter verified paper record;
- Implement a post-election audit system that provides a high level of confidence in the accuracy of the final vote tally;
- Upgrade election-related computer systems to address cyber vulnerabilities identified through Department of Homeland Security, or similar scans or assessments of, existing election systems;
- Facilitate cybersecurity training for the state chief election official's office and local election officials;
- Implement established cybersecurity best practices for election systems;
- Fund other activities that will improve the security of elections for Federal office.

Counties **may also expend funds**, pursuant to Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) by:

- Complying with the requirements under title III;
- Improving the administration of elections for Federal office;
- Educating voters concerning voting procedures, voting rights, and voting technology;
- Training election officials, poll workers, and election volunteers;
- Developing the State plan for requirements payments to be submitted under part 1 of subtitle D of title II;
- Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes;
- Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing nonvisual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language;
- Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.

Additionally, the [EAC](#) has put out the following guidance on COVID-19 expenses:

- "HAVA neither expressly authorizes nor prohibits the use of section 101 or section 251 funds for expenditures necessary to protect against and respond to a pandemic. Both sections provide payments for the purposes of improving the administration of elections for federal office, which can include expenditures that

would protect staff and poll workers, secure physical locations, and address unexpected expenses due to the COVID-19 pandemic during a federal election. The costs must still meet standards set in general federal grants regulations..."

Note: COVID-19 expenses must be incurred between 01/20/2020 and 12/31/2020.

Counties **may not expend** funds:

- On projects that do not meet federal HAVA or state sub-recipient guidelines;
- On projects not approved by the SOS; or
- To pay for general operating expenses.

## Review Criteria

The 2020 HAVA sub-grant applications will be evaluated based on the following criteria:

- What is the project's intent and expected result?
- Does the project fall within at least one category of the federal HAVA expenditure guidelines?
- Does the County's project address election technology and/or election security needs? If not, does it enhance and/or improve elections in general?
- How does the County's project benefit voters in Federal elections?
- Was a clear and comprehensive explanation and plan for the project provided?

## Reporting and Monitoring Requirements

The SOS wants to ensure the State remains compliant with all federal and state laws regarding the 2020 HAVA Election Security Grant award. The SOS must submit annual financial reports to the Election Assistance Commission (EAC) until all awarded grant funds are expended. Due to potential federal audits, the SOS will require County sub-grant recipients to provide the following:

- Invoices and payment receipts for any purchases within 30 days of purchase.
- Quarterly reports if funds are not fully expended within 30 days.
  - The quarterly report must provide interest earned, the amount spent and current balance, at minimum.

## **Sub-Grant Administration Guidelines**

### **Grant Guidance**

The 2020 HAVA Election Security Grant funds were funded by the federal government to the Arizona Secretary of State. The SOS's Office will award sub-grants, in which sub-grant recipients must follow all federal HAVA laws and any state applicable laws relating to grants.

### **Requesting Funds**

Counties must apply to request funds.

### **Timeframe to Request Funds**

Funds may be requested between receipt of your County's sub-grant award letter and June 30, 2022.

### **Interest on Grant Funds**

If funds are not expended within 30 days of receipt of the funds, the funds must be placed into an interest-bearing account. If any interest is earned and not spent on the SOS approved project, the interest must be returned to the SOS.

### **Equipment Inventory Requirements**

Sub-grant recipients must maintain inventory records of all property purchased with grant funds. Disposition of this property shall be in accordance with [2 CFR § 200.313](#).

### **Record Retention**

Record retention is subject to [2 CFR §215.53](#).

## Chart of Distribution Amounts to Each County

	Base	2010 Pop	%age	Allocation based on population	Total Award
Apache	\$50,000	71518	1.12%	\$ 47,016.92	\$97,016.92
Cochise	\$50,000	131346	2.05%	\$ 86,348.67	\$136,348.67
Coconino	\$50,000	134421	2.10%	\$ 88,370.22	\$138,370.22
Gila	\$50,000	53597	0.84%	\$ 35,235.41	\$85,235.41
Graham	\$50,000	37220	0.58%	\$ 24,468.94	\$74,468.94
Greenlee	\$50,000	8437	0.13%	\$ 5,546.60	\$55,546.60
La Paz	\$50,000	20489	0.32%	\$ 13,469.75	\$63,469.75
Maricopa	\$50,000	3817117	59.72%	\$ 2,509,425.28	\$2,559,425.28
Mohave	\$50,000	200186	3.13%	\$ 131,605.03	\$181,605.03
Navajo	\$50,000	107449	1.68%	\$ 70,638.45	\$120,638.45
Pima	\$50,000	980263	15.34%	\$ 644,438.40	\$694,438.40
Pinal	\$50,000	375770	5.88%	\$ 247,036.37	\$297,036.37
Santa Cruz	\$50,000	47420	0.74%	\$ 31,174.56	\$81,174.56
Yavapai	\$50,000	211033	3.30%	\$ 138,736.00	\$188,736.00
Yuma	\$50,000	195751	3.06%	\$ 128,689.40	\$178,689.40
		6392017		\$ 4,202,200.00	<b>\$4,952,200.00</b>



# Board of Supervisors

## Santa Cruz County

**MANUEL RUIZ**  
District 1

**RUDY MOLERA**  
District 2

**BRUCE BRACKER**  
District 3

June 16, 2020

Address  
XXXXX  
XXXXX

Senator .....

We are writing you to ask for your assistance with an unfortunate situation in Santa Cruz County concerning our countywide ERATE and Broadband project. In March 2018 the Santa Cruz County School Superintendent's Office Consortium, which consists of five school districts, a charter school, a private school and four public library sites, applied for ERATE funding to receive federally and state funded internet services for our rural communities.

After a competitive bidding process, Century Link was chosen as the provider and on January 3, 2019, USAC issued a FCDL and approved a total funding commitment of \$424,850. The project operated for 8 months when Century Link unilaterally decided that the project was not eligible for USAC funding, even though USAC approved the project and continues to approve our subsequent funding requests for the project. Our contract requires Century Link to bill USAC directly. Century Link refuses to invoice USAC, claiming our schools and libraries owe the bill for the entire amount of the project. Century Link offered, alternatively, to terminate the contract if we paid them \$750,000.

After multiple invoices Century Link agrees were incorrect, in May 2020, Century Link provided an invoice totaling \$263,097.57, which is still incorrect. Not only are the details of the bill inaccurate, our USAC-approved contract with Century Link makes clear that we are not responsible for the entire bill, and that the bill should go directly to USAC. Our rural county schools and libraries are unable to pay the bill without the Federal and State funding. USAC allows us to invoice them directly for the project, but only if we pre-pay Century Link and wait for reimbursement.

We are requesting that you reach out to the Federal Communications Commission to ask for their assistance in resolving this situation. The FCC should not allow Century link to be the sole arbiter of who receives USAC funding. We ask that the FCC require Century Link to comply with its contractual obligations and submit the invoice to USAC for the approved funding. Another option would be for the FCC to work with us to create an alternative to the prepayment requirement of direct billing. Attached is a fact sheet with additional details of the contractual dispute.

We appreciate any effort you can make on our behalf to resolve this situation.

Sincerely,

\_\_\_\_\_  
Bruce Bracker  
Chairman

\_\_\_\_\_  
Manny Ruiz  
Vice-Chairman

\_\_\_\_\_  
Rudy Molera  
Supervisor

**Santa Cruz Co. E-rate Application Funding Years 2018-2020  
May 2020**

**Issue:** In violation of the FCC's rules, CenturyLink refuses to invoice USAC for E-rate services for which USAC issued a valid funding commitment and which have been provided to Santa Cruz County for Funding Years 2018 and 2019.

**Background**

- **Funding Year 2018 E-rate Procurement Process:**
  - Prior to Funding Year 2018, Santa Cruz County requested bids for leased lit fiber with ISP service. After the competitive bidding process, Santa Cruz County selected CenturyLink as its service provider.
- **Contract Details**
  - The County filed a request for E-rate support for leased lit fiber with special construction costs.
  - USAC approved a total funding commitment of \$424,850 for FY 2018. The charges for FY 2019 and FY 2020 total an additional \$370,000.
  - The parties are starting the third year of a five-year contract. CenturyLink is currently providing Internet access with bandwidth speeds ranging from 10 Mbps - 10 Gbps at the County's service locations. More than half of the sites have been installed by CenturyLink, but services have not been turned on at all service locations.

**CenturyLink Refusal to Invoice**

- FCC rules require a service provider to use whichever invoicing method that E-rate applicants select for E-rate reimbursements. The County chose to utilize the SPI method, which requires the service provider to invoice USAC for reimbursement and requires applicants to pay only their share for services, instead of paying the entire amount.
- CenturyLink refuses to submit any invoices to USAC. CenturyLink argues that the services bid and ultimately being provided do not match what was requested in the bid or on the County's FCC Form 471. CenturyLink is demanding the County pay for the remainder of the five-year contract to terminate the contract, even though the County does not want to terminate the contract.
- CenturyLink has threatened to discontinue services for lack of payment.

**CenturyLink's Allegations Regarding the RFP are Without Merit**

- Contrary to CenturyLink's argument, the services bid and ultimately being provided match what was requested by the County.
- The County's request for proposals (RFP) is clear that it is requesting a *total bandwidth* of up to 25 Gbps for Internet access. CenturyLink understood this, as this is how it bid for the services. Its bid response provided circuit speeds ranging from 100 Mbps – 10,000 Mbps (10 GB) for 11 service locations.
- CenturyLink told the County it notified USAC of its allegations. Months later, the County has not received any questions from USAC and in fact, just received its funding commitment under this contract for FY 2020.
- USAC does not want to and has no plans to review the application again on the merits.

### **CenturyLink Build Out of Facilities Qualifies as Special Construction**

- CenturyLink also refuses to specify how much of its costs were for special construction. This refusal could cost the County its state match and require it to pay tens of thousands of dollars more than it expected out of pocket.
- At a minimum, at least some of CenturyLink's non-recurring charges do qualify as "Special Construction" and are eligible for E-rate support. CenturyLink signed an agreement acknowledging that the project was dependent upon receiving the state match for special construction.

### **The County Plans to Utilize the BEAR Method to Invoice USAC, But That Process Poses Significant Risks to the County Without USAC/FCC Assistance**

- The County has a valid funding commitment from USAC for E-rate support.
- USAC does not have an enforcement mechanism to force CenturyLink to comply with the rules.
- Even though CenturyLink is required to use the SPI invoicing method, the County now plans to switch to invoice USAC itself using the BEAR method. That method forces the County to pay CenturyLink for the full amount of the service before seeking reimbursement from USAC.
- USAC typically takes 60-90 days to pay invoices and the process is likely to be delayed further by CenturyLink's refusal to certify the services were properly delivered. In reality, payment by USAC could take several months.
- In addition, CenturyLink has yet to provide an accurate invoice. The County repeatedly requested, and has been waiting for months for, an accurate bill for services provided.
- We have reached out to USAC and proposed a work-around where USAC could conduct its invoice review before the County paid CenturyLink and officially submitted the invoices to USAC. USAC, however, told Santa Cruz it must follow the regular process.

### **Options for Next Steps**

- The County needs some way to move forward so that USAC can pay CenturyLink for the services that have been provided.
- Options include:
  - USAC/FCC remind CenturyLink of its obligations to invoice, and CenturyLink submits invoice.
  - USAC develops a work-around for invoice review and the County invoices using the BEAR process.
  - We are currently reaching out to other USAC/FCC staff to determine if there are other options.

**Exempt: A.R.S. § 11-1134(A)(2) and (3)**

When recorded return to:  
City of Nogales  
Office of the City Attorney  
777 N. Grand Avenue  
Nogales, AZ 85621

**SPECIAL WARRANTY DEED**

For the consideration of Ten Dollars, and other valuable consideration, City of Nogales, an Arizona municipal corporation, GRANTOR, does hereby convey to Santa Cruz County, a subdivision of the State of Arizona, GRANTEE, the following real property situated in Santa Cruz County, Arizona:

**EXHIBIT A HERETO**

SUBJECT TO: a restrictive covenant enforceable by Grantor that the subject parcel shall be used exclusively for recreational purposes, with title to revert to Grantor if Grantee fails to construct within ten years, and maintain thereafter, a soccer field of dimensions established by FIFA regulations.

SUBJECT TO: current taxes and other assessments, reservations in patents and all easements, liens, covenants, conditions, restrictions, obligations, encumbrances and liabilities as may appear of record.

SPECIFICALLY SUBJECT TO: a reservation by Grantor of a one-acre well-site easement within the subject parcel at a location to be determined by Grantor, together with an easement for the location of water lines and facilities reasonable and necessary to use said well site; Grantor does not convey, nor shall Grantee receive, any surface water rights hereby, all said rights having been severed and transferred to City of Nogales water utility for municipal use in Arizona Department of Water Resources Director Decision No. ST-97-001.

Grantor hereby binds itself and its successors to warrant and defend the title against all acts of the Grantor herein, and no others, subject to the matters set forth herein.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR: CITY OF NOGALES

ACCEPTED BY: GRANTEE  
SANTA CRUZ COUNTY

By \_\_\_\_\_  
Edward Johnson, City Manager

By \_\_\_\_\_  
Its Authorized Representative  
Date: \_\_\_\_\_

STATE OF ARIZONA    )  
  ) ss.  
County of Santa Cruz    )

The foregoing was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by Edward Johnson, as City Manager of the City of Nogales.

\_\_\_\_\_  
Notary Public  
My commission expires:

**LEGAL DESCRIPTION  
CALABASAS PARK ADDITIONAL AREA ACQUISITION  
CITY OF NOGALES WATER RIGHTS PARCEL**

ALL THAT PORTION OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, SANTA CRUZ COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKED 33 BF AT THE 33 MILE POST ON THE SOUTH LINE OF THE LUIS MARIA BACA FLOAT NO. 3;

THENCE NORTH 89°43'02" WEST ALONG THE SOUTH LINE OF SAID LUIS MARIA BACA FLOAT NO. 3, A DISTANCE OF 1196.89 FEET TO THE NORTHEASTERMOST CORNER OF THE NOGALES WATER RIGHTS PARCEL AS DESCRIBED IN DOCKET 554 AT PAGE 89, RECORDS OF SANTA CRUZ COUNTY, ARIZONA, AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°43'02" WEST ALONG SAID SOUTH LINE, 1,442.09 FEET, FROM WHICH POINT THE 32 MILE POST OF SAID LUIS MARIA BACA FLOAT NO. 3 BEARS NORTH 89°43'02" WEST, 2,666.19 FEET DISTANT;

THENCE SOUTH 47°22'32" EAST, 1,989.09 FEET;

THENCE SOUTH 72°53'41" EAST, 462.00 FEET;

THENCE SOUTH 76°29'22" EAST, 382.06 FEET;

THENCE NORTH 00°16'58" EAST, 341.32 FEET TO AN ANGLE POINT ON THE EASTERLY BOUNDARY LINE OF SAID NOGALES WATER RIGHTS PARCEL;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING COURSES AND DISTANCES:

NORTH 51°28'10" WEST, 515.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 300.45 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°11'07", AN ARC DISTANCE OF 69.14 FEET TO A TANGENT LINE;

THENCE NORTH 38°17'03" WEST, 225.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS 64.92 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°05'10", AN ARC DISTANCE OF 31.82 FEET TO A TANGENT LINE;

THENCE NORTH 10°11'53" WEST, 254.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 374.13 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°49'21", AN ARC DISTANCE OF 77.20 FEET TO A TANGENT LINE;

THENCE NORTH 22°01'14" WEST, 161.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 407.37 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°19'55", AN ARC DISTANCE OF 80.57 FEET TO A TANGENT LINE;

THENCE NORTH 33°21'09 WEST, 123.01 FEET TO THE POINT OF BEGINNING.

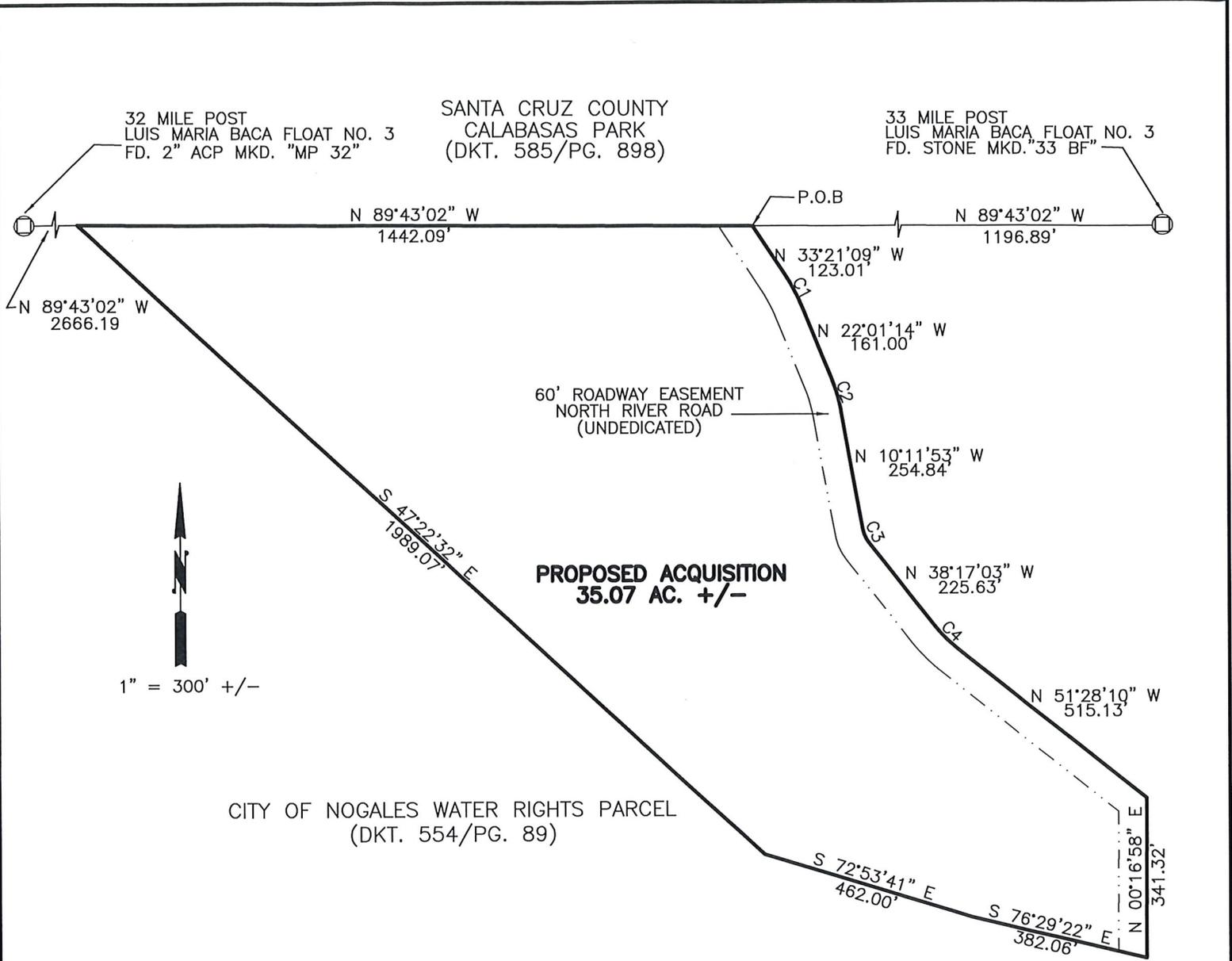
CONTAINING 35.07 ACRES, MORE OR LESS.

TOGETHER WITH A 60.00 FOOT ROADWAY EASEMENT LYING WESTERLY OF, AND BEING PARALLEL AND CONCENTRIC TO THE EASTERLY BOUNDARY OF SAID NOGALES WATER RIGHTS PARCEL, SAID EASEMENT BEING A PORTION OF THE EXISTING UNDEDICATED NORTH RIVER ROAD.



---

J. LEONARD FONTES JR., R.L.S.  
COUNTY SURVEYOR  
SANTA CRUZ COUNTY  
275 RIO RICO DRIVE  
RIO RICO, AZ 85648  
(520) 375-7830



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	407.37'	80.57'	11°19'55"
C2	374.13'	77.20'	11°49'21"
C3	64.92'	31.82'	28°05'10"
C4	300.45'	69.14'	13°11'07"



J. LEONARD FONTES JR., RLS

**CALABASAS PARK ADDITIONAL AREA ACQUISITION**  
**CITY OF NOGALES WATER RIGHTS PARCEL**  
**A PORTION OF SECTION 16, T23S, R14E, G&SRM,**  
**SANTA CRUZ COUNTY, ARIZONA**

[Back to Agenda](#)

# CALABASAS PARK ADDITIONAL AREA

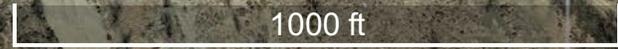
Portion City of Nogales Water Rights Parcel



35.07 AC. +/-

Google Earth

© 2019 INEGI  
© 2019 Google



APPLICATION FOR FIREWORKS DISPLAY

To: SANTA CRUZ COUNTY BOARD OF SUPERVISORS:

Application is hereby made for the granting of a permit to  
conduct supervised fireworks display on July 3, 2020 (Date)  
at Santa Cruz County Fair, 3142 State Hwy 83, Sonoita AZ 85637  
(name of organization) (address)

Applicant states that Fireworks Productions of Arizona  
will be in charge of this display and responsible for the acts performed  
hereby; and Fireworks Productions of AZ states that he is a qualified  
and competent person to direct this display in such a manner that it will not  
be hazardous to property or endanger any person.

Sarah Harris  
Director of Display

Lacy Beyer  
Person in charge of premises where  
display is located.

\*\*\*\*\*

APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

I have investigated the premises described by the applicant and  
found them to be satisfactory and found him to be a competent operator.

Sheriff

\*\*\*\*\*

PERMIT FOR FIREWORKS DISPLAY

The application of the \_\_\_\_\_,  
having been filled with the undersigned Board of Supervisors, pursuant to  
Section 36-1603, Arizona Revised Statutes, 1956, together with proper bond  
as provided by law and same having been approved by the Sheriff:

Permission is herefore and hereby granted to \_\_\_\_\_  
\_\_\_\_\_ to conduct a fireworks display at \_\_\_\_\_  
\_\_\_\_\_  
(name of organization) (address)

AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display  
be given not later than one week from date specified above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_



EXHIBIT A



**MUSIC FOUNDATION OF ARIZONA**  
**@**  
**SANTA CRUZ COUNTY**  
**FAIRGROUNDS**



**Friday, July 3, 2020**

**10 – 12 minutes**

**Total Aerial Effects 1,463**

**Total Shells 263**

**Total Effects in Basins 1,200**

**Opening:**

*Your show begins with an impressive series of powerful booms, flashing white light and beautiful colors to excite and thrill the audience.*

**14** - 3" Titanium Salutes and Chinese Fancy's

**Aerial Display:**

*A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.*

Your Aerial Display will contain a total of **200** aerial shells and **1,200** Basin effects.

1 ½" - **8** FPA Premier Specialty Basins

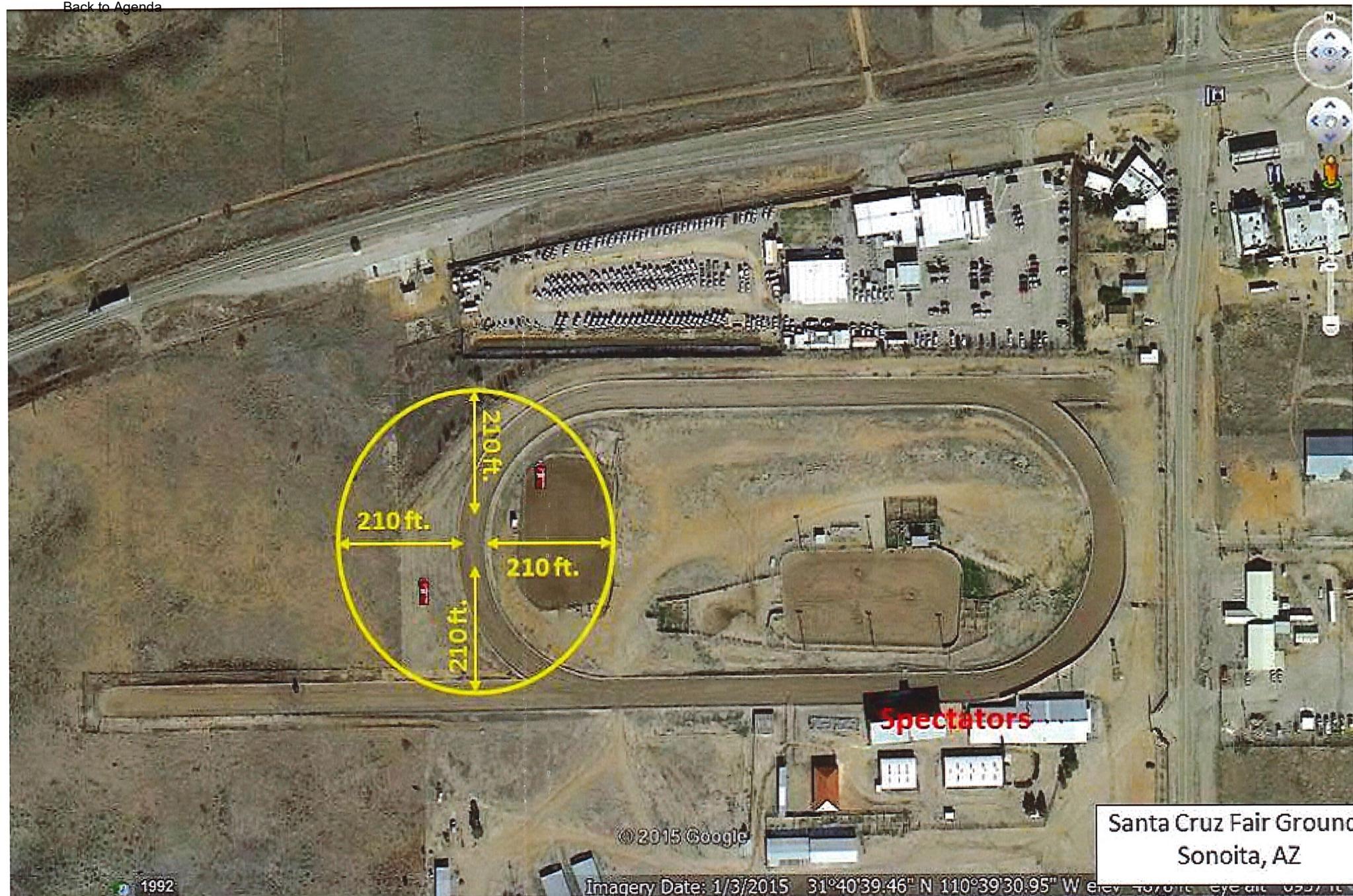
3" - **200** Chinese Fancy's & Specials

**Grande Finale:**

*Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.*

Your Grande Finale consists of **49** aerial shells:

Your Grande Finale: **49** - 3" shells.



Santa Cruz Fair Ground  
Sonoita, AZ

Site Map

Maximum Shell Size: **3" Shells**

Fireworks Productions of Arizona

480-948-0090

info@fireworksaz.com

# Fireworks Productions of Arizona

17034 S. 54<sup>th</sup> Street  
Chandler, Arizona 85226  
(480) 948-0090 FAX (480) 423-5430

## REQUEST FOR FIREWORKS PERMIT

JUNE 5, 2020

TO: Sonoita-Elgin Fire District

ATTN: Chief De Wolf

Please supply a permit for the following Fireworks show:

Name of Client: Santa Cruz County Fairgrounds

Show Date & Time: July 3, 2020 @ approx. 9:45pm

Show Address: Santa Cruz County Fairgrounds

3142 State Hwy 83

Sonoita, AZ 85637

Maximum Shell Size: 3" Shells (See Show Program)

Site Map: Attached

Insurance: Attached



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

<b>FOR DLLC USE ONLY</b>	
Received Date:	
Job #:	
CSR:	
License #:	

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fees: \$25.00 per day for 1-10 days (consecutive) *Cash Checks or Money Orders Only*  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

**IMPORTANT INFORMATION:** This document must be fully completed or it will be returned.  
 The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: M.U.S.I.C. Foundation of Arizona, Inc. Brad Laughlin 12-16-64  
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 87947 Phoenix, Az 85080-7947  
Street City State Zip

3. Applicant's home/cell phone: (602) 770-7307 cell Applicant's business phone: (\_\_\_\_) Same as cell

4. Applicant's email address: Brad@PBCProductions.com

**SECTION 2** Name of Organization, Candidate or Political Party/Gov.: M.U.S.I.C. Foundation of Arizona, Inc.

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 27-0669907

**SECTION 4** Event Location: Sonoita County Fair & Rodeo Grounds

Event Address: 3142 Az 83, Sonoita, Az 85367

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>July 3, 2020</u>	<u>Friday</u>	<u>4 pm</u>	<u>10:30 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 8 Number of Security Personnel  Fencing  Barriers

Explanation: These are family oriented events with licensed security staff and off duty Sheriff participation at the indicated locations on the site maps provided.

**SECTION 7** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No  
(If yes, Local Governing Body Signature not required)

Sonoita County Fair and Rodeo Grounds # 05120001 (520) 455-5553  
Name of Business License Number Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

**SECTION 9** What is the purpose of this event?

On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes  No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? 0  
(The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

Yes  No If yes, please provide the following: Name of Licensed Contractor: Armor Protection Group

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

Yes  No If yes, please provide the following: Name of Licensee \_\_\_\_\_ License #: \_\_\_\_\_

5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name M.U.S.I.C.Foundation of Arizona, Inc. Percentage: 100%

Address PO Box 87947, Phoenix, Az 85080-7947

Name \_\_\_\_\_ Percentage: \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

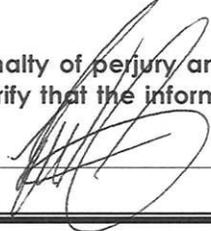
**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

**ATTACH DIAGRAM**

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Brad Laughlin, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

**LOCAL GOVERNING BOARD**

Date Received: \_\_\_\_\_

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
 (Government Official) (Title)

On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 (City, Town, County) Signature Date Phone

**DLLC USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

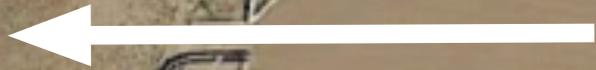
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

# Santa Cruz 3rd of July

Back With A Bang!

See Fireworks Map  
for location of  
Fireworks display



## Legend

- ☆ Security Staff
- Red Box Office
- Cyan Stage
- Yellow Food Trucks
- EXIT Emergency Exit
- Blue Kids Zone Play Area
- Green Liquor Sales
- Light Green Liquor License Zone

Stage

3142 AZ-83

Ramada  
Liquor Sales  
80' w x 60' d

Pioneer Hall

Google Earth

© 2020 Google

200 ft





**Arizona Department of Liquor Licenses and Control**  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

<b>FOR DLLC USE ONLY</b>	
Received Date:	_____
Job #:	_____
CSR:	_____
License #:	_____

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fees: \$25.00 per day for 1-10 days (consecutive) *Cash Checks or Money Orders Only*  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**  
 The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: M.U.S.I.C. Foundation of Arizona, Inc. Brad Laughlin 12-16-64  
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 87947 Phoenix, Az 85080-7947  
Street City State Zip

3. Applicant's home/cell phone: (602) 770-7307 cell Applicant's business phone: (\_\_\_\_) Same as cell

4. Applicant's email address: Brad@PBCProductions.com

**SECTION 2** Name of Organization, Candidate or Political Party/Gov.: M.U.S.I.C. Foundation of Arizona, Inc.

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 27-0669907

**SECTION 4** Event Location: Sonoita County Fair & Rodeo Grounds

Event Address: 3142 Az 83, Sonoita, Az 85367

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Sept 25, 2020</u>	<u>Friday</u>	<u>5 pm</u>	<u>10:30 pm</u>
DAY 2:	<u>Sept 26, 2020</u>	<u>Saturday</u>	<u>12 pm</u>	<u>10:30 pm</u>
DAY 3:	<u>Sept 27, 2020</u>	<u>Sunday</u>	<u>12 pm</u>	<u>8:30 pm</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY10:	_____	_____	_____	_____

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 8 Number of Security Personnel  Fencing  Barriers

Explanation: These are family oriented events with licensed security staff and off duty Sheriff participation at the indicated locations on the site maps provided.

**SECTION 7** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No  
(If yes, Local Governing Body Signature not required)

Sonoita County Fair and Rodeo Grounds # 05120001 (520) 455-5553  
Name of Business License Number Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

*(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)*

**SECTION 9** What is the purpose of this event?

On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
2. How many special event days have been issued to this organization during the calendar year? 0  
(The number cannot exceed 10 days per year.)
3. Is the Organization using the services of a Licensed Contractor?  
 Yes  No If yes, please provide the following: Name of Licensed Contractor: Armor Protection Group
4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?  
 Yes  No If yes, please provide the following: Name of Licensee \_\_\_\_\_ License #: \_\_\_\_\_
5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.  
Name M.U.S.I.C.Foundation of Arizona, Inc. Percentage: 100%  
Address PO Box 87947, Phoenix, Az 85080-7947  
Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
Address \_\_\_\_\_  
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

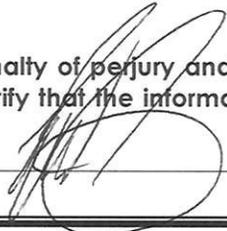
**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

**ATTACH DIAGRAM**

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Brad Laughlin, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

**LOCAL GOVERNING BOARD**

Date Received: \_\_\_\_\_  
I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)  
On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**DLLC USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

# Taco & Margarita Festival Sept 25, 26 & 27, 2020



Camping & RV Parking

3142 AZ-83

Main Entrance

Patron Parking

Vendor Access

Vendor Parking

Not in Use

Google Earth

© 2020 Google

300 ft

## Legend

- Stage
- Security
- Food Vendors
- Box Office
- Porta Johns
- Trash Bin
- Emergency Exit
- Liquor Sales
- Liquor License Zone

**BOND FOR ISSUANCE OF DUPLICATE WARRANT**

Know all men these presents that the payee undersigned was issued warrant number **4036767** on the Treasurer of Santa Cruz County in the amount of **\$1,066.95** dated on or about **April 17, 2020** and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for the payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is that if a duplicate warrant is issued upon the above representations, now if Santa Cruz County and all other persons whomsoever are saved from all damages by reason of such issuance, then this obligation will be void, otherwise to remain in full force and effect.

Signed, executed, and delivered at Santa Cruz County, this \_\_\_\_ day of \_\_\_\_\_ 2020.

Payee: **CEREBELLUM CORPORATION**

Address: **145 CORTE MADERA TOWN  
CENTER SUITE 406**

**CORTE MADERA, CA 94925**

Surety: Rebecca Rowe

Address: 71 MARINA VISTA AVE  
LARKSPUR, CA 94939

STATE OF ARIZONA            }  
  }  
COUNTY OF SANTA CRUZ    }

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned notary public, personally appeared the payee **CEREBELLUM CORPORATION**, and the surety, \_\_\_\_\_, each of whom acknowledged that (s) he executed the foregoing bond.

My Commission Expires:

**See Attached  
Acknowledgment**

\_\_\_\_\_  
Notary Public



**This portion to be filled in as to the surety only and not to the payee**

STATE OF ARIZONA }  
 }  
COUNTY OF SANTA CRUZ }

The undersigned surety being first duly sworn, deposes and may, each for herself/himself, that (s)he is surety on the foregoing bond and has encumbered assets exempt from execution worth at least double the amount of the face value of the duplicated warrant for issuance of which the foregoing bond was given.

Surety: Rubén R.

71 MARINA VISTA AVE  
LARKSPUR CA 94939

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

My Commission Expires:

\_\_\_\_\_

**See Attached  
Jurat**



\_\_\_\_\_  
Notary Public

Approved as to form:

\_\_\_\_\_ (date)

\_\_\_\_\_  
County Attorney (Deputy)

**NOTE: A STOP PAYMENT ORDER MUST BE  
GIVEN TO THE COUNTY TREASURER BEFORE  
THE NEW WARRANT CAN BE ISSUED.**

**FOR THE CLERK OF THE BOARD OF SUPERVISORS**

According to the minutes of the Board of Supervisors of Santa Cruz County, \_\_\_\_\_, 20\_\_\_\_, it appears to the satisfaction of the Board that the warrant has been lost or destroyed, and there is no reasonable probability of its being found or presented, and the surety on the foregoing bond was approved and the duplicated warrant was issued.

\_\_\_\_\_  
Clerk of the Board of Supervisors  
Santa Cruz County

BOND ISSUANCE FOR DUPLICATE WARRANTY

Know all men these presents that the payee undersigned was issued warrant number 063893 on the Treasurer of Santa Cruz County in the amount of \$ 100.00 dated on or about 4-27, 2020 and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for he payment of which each binds himself his successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is that if a duplicate warrant is issued upon the above representations, now if Santa Cruz County and all other persons whomsoever are saved from all damages by reason of such issuance, then this obligation will be void, otherwise to remain in full force and effect.

Signed, executed, and delivered at Patagonia Union High School District #20, this 21st day of May 2020

Payee: Walmart Business / SYNBL

Address: P.O. Box 530934

Atlanta GA 30353-0934

Surety: Jennifer Scheibert

Address: PO Box 254

Patagonia AZ 85624

STATE OF ARIZONA

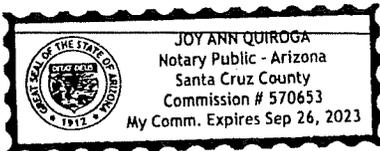
COUNTY OF SANTA CRUZ

)  
) ss.  
)

On the 21 day of May, 2020, before me the undersigned notary public, personally appeared the payee Walmart, and the surety Jennifer Scheibert each of whom acknowledged that (s)he executed the forgoing bond

My Commission Expires:

Joy Ann Quiroga  
Notary Public



This portion to be filled in as to the surety only and not to the payee

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF SANTA CRUZ )

The undersigned surety being first duly sworn, deposes and may, each for herself/himself, that (s)he is surety on the foregoing bond and has unencumbered assets exempt from execution worth at least double the amount of the face value of the duplicated warrant for issuance of which the foregoing bond was given.

Surety: Jennifer Schreiber

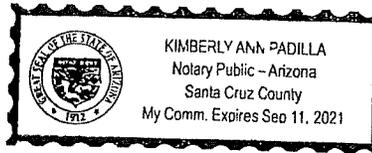
PO Box 254 Patagonia AZ 85624

Subscribed and sworn to before me this 27th day of May 2020

My Commission Expires:

9/11/2021

[Signature]  
Notary Public



Approved as to form:

\_\_\_\_\_ (date)

\_\_\_\_\_  
County Attorney (Deputy)

**NOTE: A STOP PAYMENT ORDER MUST BE GIVEN TO THE COUNTY TREASURER BEFORE THE NEW WARRANT CAN BE ISSUED**

**FOR THE CLERK OF THE BOARD OF SUPERVISORS**

According to the minutes of the Board of Supervisors of Santa Cruz County, \_\_\_\_\_, 20\_\_\_\_, it appears to the satisfaction of the Board that the warrant has been lost or destroyed, and there is no reasonable probability of its being found or presented, and the surety on the foregoing bond was approved and the duplicate warrant was ordered issued.

\_\_\_\_\_  
Clerk of the Board of Supervisors  
Santa Cruz County

Date Printed: 5/21/2020 1:27  
 Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2017  
 Resolution No: 55870  
 Date Created: 5/21/2020 1:27 PM

**Reason For Change:**

Adjusted improvement sq. ft. from 2,660 sq. ft. to 1,839 sq. ft. based on field inspection done on April 28, 2020 by MAC/JM.

AS BILLED PARCEL ID: 12402217	AREA CODE 3501	CHANGE TO PARCEL ID: 12402217	AREA CODE 3501
ACCOUNT NUMBER: R000033303		ACCOUNT NUMBER: R000033303	
PUC 0330-TRIPLEX, 1 BLDG		PUC 0330-TRIPLEX, 1 BLDG	

Special Districts:				UNITS	Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed	Limited Property	Valuation	%	Exempt	Net Assessed
0402I	66,268	10.00	0	6,627	0402I	54,788	10.00	0	5,479
0402L	10,300	10.00	0	1,030	0402L	10,021	10.00	0	1,002
Total	76,568		0	7,657	Total	64,809		0	6,481

Full Cash				Net Assessed	Full Cash				Net Assessed
Full Cash	Valuation	%	Exempt	Net Assessed	Full Cash	Valuation	%	Exempt	Net Assessed
0402I	66,268	10.00	0	6,627	0402I	56,315	10.00	0	5,632
0402L	10,300	10.00	0	1,030	0402L	10,300	10.00	0	1,030
Total	76,568		0	7,657	Total	66,615		0	6,662

Description As Billed  
 SUB RIO RICO VILLAS UNIT NO.13 LOT 3 OF BLK 657  
 CVM ASSOCIATES L L C  
 373 GULL COURT  
 RIO RICO, AZ 85648

Description Change To  
 SUB RIO RICO VILLAS UNIT NO.13 LOT 3 OF BLK 657  
 CVM ASSOCIATES L L C  
 373 GULL COURT  
 RIO RICO, AZ 85648

Date Printed: 5/21/2020 1:28  
 Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2018  
 Resolution No: 55871  
 Date Created: 5/21/2020 1:28 PM

**Reason For Change:**

Adjusted sq. ft. from 2,660 sq. ft. to 1,839 sq. ft. based on field inspection done of April 28, 2020 by MAC/Jm.

AS BILLED PARCEL ID: 12402217					CHANGE TO PARCEL ID: 12402217				
ACCOUNT NUMBER: R000033303					ACCOUNT NUMBER: R000033303				
PUC 0330-TRIPLEX, 1 BLDG					PUC 0330-TRIPLEX, 1 BLDG				
Special Districts:					Special Districts:				
UNITS					UNITS				
<b>Limited Property</b>	<b>Valuation</b>	<b>%</b>	<b>Exempt</b>	<b>Net Assessed</b>	<b>Limited Property</b>	<b>Valuation</b>	<b>%</b>	<b>Exempt</b>	<b>Net Assessed</b>
0402I	67,941	10.00	0	6,794	0402I	54,733	10.00	0	5,473
0402L	10,300	10.00	0	1,030	0402L	10,300	10.00	0	1,030
Total	78,241		0	7,824	Total	65,033		0	6,503
<b>Full Cash</b>	<b>Valuation</b>	<b>%</b>	<b>Exempt</b>	<b>Net Assessed</b>	<b>Full Cash</b>	<b>Valuation</b>	<b>%</b>	<b>Exempt</b>	<b>Net Assessed</b>
0402I	67,941	10.00	0	6,794	0402I	54,733	10.00	0	5,473
0402L	10,300	10.00	0	1,030	0402L	10,300	10.00	0	1,030
Total	78,241		0	7,824	Total	65,033		0	6,503

Description As Billed  
 SUB RIO RICO VILLAS UNIT NO.13 LOT 3 OF BLK 657  
 CVM ASSOCIATES L L C  
 373 GULL COURT  
 RIO RICO, AZ 85648

Description Change To  
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 CVM ASSOCIATES L L C  
 373 GULL COURT  
 RIO RICO, AZ 85648

OK  
 Pm

Date Printed: 5/21/2020 1:28  
 Prepared By: MIGUEL

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019  
 Resolution No: 55872  
 Date Created: 5/21/2020 1:28 PM

**Reason For Change:**

Adjusted sq. ft. from 2,660 sq. ft. to 1,839 sq. ft. based on field inspection done on April 28, 2020 by MAC/JM.

AS BILLED PARCEL ID: 12402217		AREA CODE 3501		CHANGE TO PARCEL ID: 12402217		AREA CODE 3501			
ACCOUNT NUMBER: R000033303				ACCOUNT NUMBER: R000033303					
PUC 0330-TRIPLEX, 1 BLDG				PUC 0330-TRIPLEX, 1 BLDG					
Special Districts:				Special Districts:					
UNITS				UNITS					
<b>Limited Property</b>	<b>Valuation</b>	<b>%</b>	<b>Exempt</b>	<b>Net Assessed</b>	<b>Limited Property</b>	<b>Valuation</b>	<b>%</b>	<b>Exempt</b>	<b>Net Assessed</b>
0402I	68,330	10.00	0	6,833	0402I	55,065	10.00	0	5,507
0402L	10,300	10.00	0	1,030	0402L	10,300	10.00	0	1,030
Total	78,630		0	7,863	Total	65,365		0	6,537
<b>Full Cash</b>	<b>Valuation</b>	<b>%</b>	<b>Exempt</b>	<b>Net Assessed</b>	<b>Full Cash</b>	<b>Valuation</b>	<b>%</b>	<b>Exempt</b>	<b>Net Assessed</b>
0402I	68,330	10.00	0	6,833	0402I	55,065	10.00	0	5,507
0402L	10,300	10.00	0	1,030	0402L	10,300	10.00	0	1,030
Total	78,630		0	7,863	Total	65,365		0	6,537

Description As Billed  
 SUB RIO RICO VILLAS UNIT NO.13 LOT 3 OF BLK 657  
 CVM ASSOCIATES L L C  
 373 GULL COURT  
 RIO RICO, AZ 85648

Description Change To  
 SUB RIO RICO VILLAS UNIT NO.13 LOT 3 OF BLK 657  
 CVM ASSOCIATES L L C  
 373 GULL COURT  
 RIO RICO, AZ 85648

*OK  
 PM*



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1

RUDY MOLERA  
District 2

BRUCE BRACKER  
District 3

### **PUBLIC NOTICE OF MEETING**

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a **REGULAR MEETING** at **9:30 a.m.**, on **Tuesday, June 16<sup>th</sup>, 2020** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

Notice is further given that one or more members of the Board of Supervisors may attend this meeting telephonically.

As we work through this time of the COVID-19 virus please see the following information regarding access to the Santa Cruz County Board of Supervisors' meetings.

Per the most recent guidelines from the federal government that no more than 10 people should be gathered in a room at the same time, the public will not be allowed in the Board Chambers.

Members of the public may call and listen to the meeting by following these steps:

- Dial (669)900-6833
- Enter the Meeting ID: 914 664 2271

All incoming calls for the meeting will be muted.

If you would like to speak during Call to the Public please take the following actions:

1. Email Tara Hampton at [thampton@santacruzcountyaz.gov](mailto:thampton@santacruzcountyaz.gov)
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than June 15, 2020 at 5:00PM for the June 16, 2020 Regular Board meeting.
5. In order to make a comment during Call to the Public, please dial \*9, which will indicate you want to speak.

To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

The Board of Supervisors may vote to hold an executive session for the purpose of obtaining legal advice from the Board's Attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03(A)(3).

Dated this 12<sup>th</sup> day of June, 2020.

*Tara R. Hampton, Clerk*  
*Board of Supervisors*



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1

RUDY MOLERA  
District 2

BRUCE BRACKER  
District 3

**AMENDED 6/12/2020**

## **AGENDA**

**June 16, 2020 at 9:30 a.m.**

**Santa Cruz County Complex  
2150 N. Congress Drive, Room 120  
Nogales, AZ 85621**

As we work through this time of the COVID-19 virus please see the following information regarding access to the Santa Cruz County Board of Supervisors' meetings.

Per the most recent guidelines from the federal government that no more than 10 people should be gathered in a room at the same time, the public will not be allowed in the Board Chambers.

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3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than June 15, 2020 at 5:00PM for the June 16, 2020 Regular Board meeting.
5. In order to make a comment during Call to the Public, please dial \*9, which will indicate you want to speak.

To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

### **A. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

### **B. ADOPTION OF AGENDA**

### **C. CALL TO THE PUBLIC:**

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

### **D. CURRENT EVENTS**

1. Board of Supervisors
2. Manager

### **E. DEPARTMENT REPORTS AND ACTIVITIES**

1. Finance: cash & investments, expenditures & revenues reports

### **F. ACTION ITEMS**

### **ACTION TAKEN**

1. Discussion/possible action to approve an Intergovernmental Agreement Amendment #ADHS17-133199, Amendment #7, with the Arizona Department of Health Services for the Public Health Emergency Preparedness Program COVID19, effective March 5, 2020 through March 15, 2021, in the amount of \$173,092 (Req: Health Services)

approved

2. Discussion/possible action to approve an Intergovernmental Agreement Amendment #ADHS17-133199, Amendment #8, with the Arizona Department of Health Services for the Public Health Emergency Preparedness Program COVID19, effective March 5, 2020 through March 15, 2021, in the amount of \$146,159. This requires a 10% matching funds from Santa Cruz County (Req: Health Services) approved
3. Discussion/possible action to approve Government Agreement GRA-RC020-21-1080-01 with The Arizona Early Childhood Development and Health Board Santa Cruz Regional Partnership Council (First Things First) to provide professional development for Early Childhood Educators in the amount of \$10,000 (Req: School Superintendent) approved
4. Discussion/possible action to approve the Memorandum of Agreements with Arizona Minerals Inc., for the 2020/2021 school year for: (Req: School Superintendent)
  - a. The Elementary Robotics Afterschool Program in the amount of \$48,300 approved
  - b. The Technolochicas LiFT Program in the amount of \$74,300 approved
5. Discussion/possible action for authorization to fill (soon to be vacant) Superior Court Administrator position. Diane Culin will retire July 4, 2020 (Req: Superior Court) approved
6. Discussion/possible action to approve the service rental agreement with Prudential Overall Supply to provide uniform garments for the maintenance department and mats for numerous County buildings (Req: Administrative Services) approved
7. Discussion/possible action to approve the modified Grant Agreement #HT-19-2931 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) increasing the award by \$6,500 (Req: Administrative Services) approved
8. Discussion/possible action to approve the AZCares Fund Program Grant Agreement #ERMT-20-078 with the State of Arizona, effective March 1, 2020 through December 30, 2020, in the amount of \$2,929,978 (Administrative Services) approved
9. Discussion/possible action to award Bid Number B-01-20-CO01 to Chef's Depot, Inc., for purchase of Commercial Kitchen Equipment for CDBG Contract #122-20 in the amount of \$69,857.75 (Req: Special Projects) approved
10. Discussion/possible action to approve the renewal of "Netmotion" License Agreement with Netmotion Software Inc., for the maintenance of the software modules, effective June 30, 2020, in the amount of \$12,000.08 (Req: Information Technology) approved
11. Discussion/possible action to approve Board Resolution #2020-08 that provides financial support for the Probation Department's family counseling program during fiscal year 2021, in matching funds from the general fund in the amount of \$2,099. The matching funds enable the County to receive \$8,397 from the state to operate the program (Req: Probation) approved
12. Discussion/possible action to approve the Intergovernmental Agreement Contract Amendment #3, Contract # D119-002207 with the Arizona Department of Economic Security which increases the current fund balance by \$1,016 (Req: Workforce) approved
13. Discussion/possible action to approve the appointment of Precinct Committee Person for the Santa Cruz County Democrat Party: Estee Castillo - Santa Cruz 13 (Req: Mary Darling, Chairwoman, SCC Democrat Party) approved
14. Discussion/possible action to accept the 2020 Help America Vote Act (HAVA) Election Security Grant, CFDA #90.404 from the US Election Assistance Commission, effective 12/21/2019-12/20/2024, in the amount of \$81,174.56 (Req: Elections) approved
15. Discussion/possible action to approve and sign a letter to the Arizona Congressional Delegation regarding the status of the County's E-Rate Project (Req: County Manager) approved
16. Discussion/possible action to accept the Special Warranty Deed from the City of Nogales for land to be used for recreational purposes, including a soccer field, around Calabasas Park (Req: County Manager) approved
17. Discussion/possible action to approve Application for Fireworks Display: Santa Cruz County Fairgrounds, 07/03/20 (Req: Clerk) disapproved
18. Discussion/possible action: recommendation of approval/disapproval of Application for Special Event License for: (Req: Clerk)
  - a. M.U.S.I.C. Foundation of Arizona, Inc., 07/03/20, Sonoita disapproved
  - b. M.U.S.I.C. Foundation of Arizona, Inc., 09/25/20 – 09/27/20, Sonoita tabled: 8/4/20
19. Discussion/possible action to approve Bonds for Duplicate Warrants: (Req: Clerk)
  - a. #4-036767 in the amount of \$1,066.95 dated 04/17/2020, payable to Cerebellum Corporation approved
  - b. #4-663893 in the amount of \$100.00 dated 04/27/2020, payable to Walmart Business/SYNBL approved
20. Tax Valuation Adjustments: (Req: Assessor)
  - a. 124-02-217 – CVM Associates LLC, Resolution No. 55870 approved
  - b. 124-02-217 – CVM Associates LLC, Resolution No. 55871 approved
  - c. 124-02-217 – CVM Associates LLC, Resolution No. 55872 approved
21. Monthly Reports approved
22. Demands approved
23. Approval of Minutes: 05/29/2020, 06/02/2020 & 06/09/2020 approved

## **G. ADJOURNMENT**

Posted: 06/12/2020 at 7:20 p.m. by TRH

*Tara R. Hampton, Clerk of the Board*

The Board of Supervisors may vote to hold an executive session for the purpose of obtaining legal advice from the Board's Attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03(A) (3).