



IMPORTANT NOTICE!!!

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 and view the meeting by following these steps:

- **Dial (669)900-6833**
- **Enter the Meeting ID: 914 664 2271**
- **Presentation Zoom Meeting Link: <https://us02web.zoom.us/j/9146642271>**

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
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent by and received no later than 5:00PM, the Monday before the Board meeting.
5. In order to make a comment during Call to to the Public, please dial *9, which will indicate you want to speak.

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

Documents:

[09-01-20.PDF](#)

2. 9:30 A.M. DOCUMENTATION (17.8MB)

Documents:

[09-01-20.PDF](#)

3. 9:30 A.M. ACTION TAKEN

Documents:

09-01-20 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, September 1, 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.

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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 28th day of August, 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

AGENDA

September 1, 2020 at 9:30 a.m.

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

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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. FLOOD CONTROL

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment

G. EXECUTIVE SESSION

1. Pursuant to A.R.S. §38-431.03(A)(1) discussion and evaluation of work performance of County Manager, Jennifer St. John (Req: County Manager)

H. ACTION ITEMS

ACTION TAKEN

1. Discussion/possible action for authorization to fill vacant Juvenile Probation Officer position (Req: Probation) _____
2. Discussion/possible action to approve the appointment of the following individuals to the Santa Cruz County Local Workforce Development Board for a three-year term: (Req: WIOA) _____
 - a. Alicia Paz _____
 - b. Ramses Giron _____
 - c. Richard Brennan _____
3. Discussion/possible action to approve the reappointment of the following individuals on the Santa Cruz County Local Workforce Development Board for a three-year term: (Req: WIOA) _____
 - a. Norma Lucero _____
 - b. Victor Hetherington _____
4. Discussion/possible action to approve a contract with James E. Mize for the Santa Cruz County One Stop Operator to coordinate Workforce Innovation and Opportunity Act activities effective September 1, 2020, in the amount of \$10,000 (Req: WIOA) _____
5. Discussion/possible action to approve the Workforce Innovation and Opportunity Act, Workforce Development Board Conflict of Interest Policy _____
6. Discussion/possible action to approve the Workforce Innovation and Opportunity Act, Chief Elected Official and Workforce Development Board agreements: (Req: WIOA) _____
 - a. Service Delivery _____
 - b. Shared Governance _____
7. Discussion/possible action to accept the funding provided by the Arizona Attorney General's Office for the purchase of law enforcement safety equipment in the amount of \$25,000 (Req: Sheriff) _____
8. Discussion/possible action to approve an Intergovernmental Agreement (IGA) Contract No. IGA2021-053 with the Arizona Department of Health Services for COVID-19 Complaint Referrals effective September 1, 2020 through August 31, 2021, in the amount of \$25,000 (Req: Health Services) _____
9. Discussion/possible action to approve an Intergovernmental Agreement (IGA) Amendment, Contract No. ADHS 18-177689 with the Arizona Department of Health Services for Immunization Services (Req: Health Services) _____
10. Discussion/possible action to approve an amendment to the Subcontract Agreement with Mariposa Community Health Center, Inc., for the Arizona Department of Health Services Immunization Program, Contract #ADHS18-177689 (Req: Health Services) _____
11. Discussion/possible action to adopt Resolution No. 2020-12 approving the form and authorizing the execution and delivery of a Third Amendment to First Purchase Agreement, a Fourth Purchase Agreement, a Fourth Trust Agreement and other necessary agreements and instruments and documents; approving the sale and execution and delivery of not to exceed \$5,250,000 aggregate principal amount of Pledged Revenue Refunding Obligations evidencing a proportionate interest of the owners thereof in the Fourth Purchase Agreement; accepting a proposal for the purchase of the Obligations; delegating authority to the County Manager and Administrative Services Director of the County to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency (Req: Administrative Services) _____
12. Discussion/possible action to enter into a Professional Services Contract with the David E. Shambach Architect, Inc. (DESA) in the amount of \$52,800 for the Historic 1904 Courtroom Design Project (RFQ No. B-03-20-CO03) under the State of Arizona, Department of Housing (ADOH) FY19 Regional Account Community Development Block Grant agreement number 127-20 (Req: Special Projects) _____
13. Discussion/possible action to approve a provider contract with CBI Benson Inpatient for Title 36 Mental Health Services effective August 1, 2020 through June 30, 2023 (Req: County Attorney) _____
14. Discussion/possible action to approve Proclamation designating September 21 – September 29, 2020 as Diaper Need Awareness Week (Req: Supervisor Molera) _____
15. Discussion/possible action to approve/disapprove the following events to be held in the County per the Governor's Executive Order 2020-43 (Req: County Manager) _____
 - a. 20th Annual Working Ranch Horse Competition on September 12th at the Fairgrounds in Sonoita _____
 - b. 105th Santa Cruz County Fair on September 19th at the Fairgrounds in Sonoita _____
 - c. Annual Horseback Ride Event, October 21st – October 25th sponsored by Los Charros Del Desierto, Inc. _____

16. Discussion/possible action to approve an Intergovernmental Agreement with Cochise County and the Cochise County Superior Courts for Juvenile Detention Services (Req: County Manager) _____
17. Discussion/possible action to accept the AZVote Safe Program Grant #EMRT-CRF-21-019, administered through the State of Arizona's Office of the Governor with funds from the U.S. Department of the Treasury CARES Act, effective 03/28/2020 - 12/03/2020, in the amount of \$123,935 (Req: Elections) _____
18. Discussion/possible action to award Bid No. B-06-20-CO06 for 2020-2021 legal publications and advertising (Req: Clerk) _____
19. Demands _____
20. Approval of Minutes: 07/28/2020 _____

I. ADJOURNMENT

Posted: 08/28/2020 at 9:30 a.m. by LT

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).



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Dated this 28th day of August, 2020.

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CASH AND INVESTMENT REPORT

September 1, 2020

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	100	GENERAL FUND	\$ 3,921,165.60	90,307.29	\$ 1,781,899.33	\$ 5,703,064.93
225	101	J.P. #1 TIME PAYMENT FEES	61,139.69			61,139.69
245	102	J.P. #2 TIME PAYMENT FEES	21.00			21.00
262	103	J.C.E.F. COURT FEE FUND	130,525.84			130,525.84
226	105	DRUG COURT DIVERSION FUND	1,287.10			1,287.10
181	106	EXPED. CHILD SUPPORT & VISITATION	98,877.62			98,877.62
180	107	CLERK'S SUPERIOR COURT RETRIEVAL FUND	117,258.30			117,258.30
182	108	SPOUSAL MAINTENANCE FUND	16,029.42			16,029.42
183	109	CHILD SUPPORT AUTOMATION FUND	1,916.10			1,916.10
125	110	PROSECUTION HIDTA (PIMA)	(61,691.23)			(61,691.23)
126	111	ATTORNEY'S DIVERSION PROGRAM	5,872.43			5,872.43
127	112	VICTIM RIGHTS NOTIFICATION	3,337.17			3,337.17
128	113	BAD CHECK PROGRAM	3,333.25			3,333.25
130	116	COST OF PROSECUTION	1,570.57		0.50	1,571.07
343	117	911 GRANT	(55.39)			(55.39)
184	118	DOMESTIC REL. ED. MEDIATION FUND	14,940.79			14,940.79
258	119	DOMESTIC REL. ED. CHILD ISSUES	57.01			57.01
185	122	NON IV-D CONVERSION FUND	730.80			730.80
259	125	5% FILL THE GAP FUND	95,215.38			95,215.38
111	128	RECORDER'S RETRIEVAL FUND	4,090.72		193,735.42	197,826.14
227	133	CIRCLES OF PEACE	16,371.07			16,371.07
203	134	HAZARDOUS MATERIALS (HMEP) GRANT	(10,652.16)			(10,652.16)
112	135	TREASURER'S RETRIEVAL FUND	119,785.54			119,785.54
204	137	PRE-DISASTER MITIGATION	0.00			0.00
205	139	TOHONO O'ODHAM (EM)	16.48			16.48
132	141	FILL THE GAP (ATTORNEY)	4,288.00			4,288.00
110	142	ASSESSOR'S RETRIEVAL FUND	29,746.67			29,746.67
133	143	5% FTG ALLOCATION-C.A. 21.61%	6,242.81			6,242.81
206	144	EMERGENCY RESPONSE FUND	0.00			0.00
207	145	COVID-19 EMERGENCY	(61,870.82)			(61,870.82)
202	147	AZDOHS-HSGP#160405-01/02	0.00			0.00
228	148	JP #1 FARE PROGRAM	14,551.32			14,551.32
151	151	FEDERAL PROGRAM INCOME-CA	0.00			0.00
152	152	VICTIMS OF CRIME STRIVE	(8,336.29)			(8,336.29)
154	154	ADHS OVERTIME 130435-01	0.00			0.00
615	155	CASE MANAGEMENT FUND	16,596.78			16,596.78
155	156	SLOT GRANT- COUNTY ATTORNEY	(1,661.56)			(1,661.56)
211	160	INTEROPERABLE RADIO CHANNEL	0.00			0.00
187	187	DES IV-D CLERK GRANT	118.21			118.21
676	191	SCHOOL FOREST FEES FUND	62.16			62.16
677	192	EARLY LEARNING	4,148.79			4,148.79
678	193	FIRST THINGS FIRST HOME VISIT	(64,738.15)			(64,738.15)
679	194	READING FIRST-TECH ASSISTANT	921.56			921.56
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0.00			0.00
328	196	AZ CARES	1,874,939.61			1,874,939.61
329	197	COMMISSARY FUND	33,341.26			33,341.26
117	198	SANTA CRUZ FAIR ASSOCIATION	0.00			0.00
265	200	COURT SECURITY IMPROVEMENTS	9,541.50			9,541.50
257	203	LAW LIBRARY FUND	88,442.40			88,442.40
120	204	OLD COURTHOUSE FUND	0.00			0.00
105	205	ROAD FUND	69,574.32		1,564,063.22	1,633,637.54
625	206	WASTE TIRE GRANT (ADEQ)	169,687.92			169,687.92
600	207	ANIMAL CONTROL FUND	(150,398.77)			(150,398.77)
601	208	STERILIZATION ENFORCEMENT FUND	15,568.72			15,568.72
106	209	LOCAL TRANSPORTATION ASSISTANCE	0.00			0.00
134	210	ANTI-RACKETEERING	(16,687.54)			(16,687.54)
135	211	A.C.J.C. PROSECUTION (CA)	0.00			0.00
136	212	RESTITUTION--VICTIMS COMP	29,095.10			29,095.10
137	213	VOCA--VICTIMS COMP	(9,290.98)			(9,290.98)
138	214	ACJC--ATTY'S VICTIMS COMP FUND	(3,599.71)			(3,599.71)
326	216	HIDTA-MTF	0.00			0.00
327	217	SHERIFF A.C.J.C. GRANT (MTF)	(5,143.10)			(5,143.10)
139	219	ATTORNEY'S ENHANCEMENT FUND	(1,563.95)			(1,563.95)
282	221	JUVENILE PROBATION SVC FEES	121,018.77		26,506.12	147,524.89
263	222	FARE PROGRAM FUND	612.70			612.70
280	223	FAMILY COUNSELING GRANT	15,460.73			15,460.73
308	224	ADULT PROBATION SERVICE FEES	492,505.23		102,650.92	595,156.15
140	225	CRIME VICTIM ASSISTANCE GRANT	0.00			0.00
277	226	JCEF-STANDARD SUPPLEMENTAL	0.00			0.00
302	227	JCEF-STATE AID ENHANCEMENT SUPPLEMENTAL	0.00			0.00
281	228	JUVENILE DIVERSION SVC FEES-UNDER	107,566.37		3,999.27	111,565.64
311	229	JCEF-ADULT INTENSIVE PROB SUPPLEMENTAL	0.00			0.00
275	230	DIVERSION INTAKE	22,862.01			22,862.01
300	231	COMMUNITY PUNISHMENT PROGRAM	37,462.30			37,462.30
274	232	JCEF-JUVENILE INTENSIVE PROB.SUPPLEMENT	0.00			0.00

250	233	CASA PROGRAM FUND	2,870.23		2,870.23
273	234	JUVENILE INTENSIVE PROBATION SUPERVISION	20,010.07		20,010.07
310	235	ADULT INTENSIVE PROBATION SUPERVISION	13,882.15		13,882.15
276	236	STANDARD PROBATION	15,082.96		15,082.96
301	237	STATE AID ENHANCEMENT GRANT	31,467.93		31,467.93
304	238	DRUG ENFORCEMENT ACCOUNT GRANT	0.00		0.00
312	239	PROBATION/PAROLE SERVICES DYTR	8,612.60	40,948.32	49,560.92
330	240	JAIL ENHANCEMENT GRANT	367,129.01		367,129.01
331	242	GOHS DUI GRANT (SHERIFF)	193.15		193.15
332	243	VICTIM BILL OF RIGHTS	0.00		0.00
681	244	GOVERNOR'S HEALTHY FAMILY GRT	0.00		0.00
333	247	OPERATION STONEGARDEN #180432-01	442.04		442.04
683	249	JUVENILE EDUCATION FUND	(5,835.30)		(5,835.30)
370	250	ENVIRONMENTAL HEALTH SERVICE FUND	(51,697.54)		(51,697.54)
373	253	SMOKE FREE ARIZONA	(13,004.67)		(13,004.67)
374	254	ELC COVID-19	(633,925.17)		(633,925.17)
375	257	PHEP COVID-19	134,376.64		134,376.64
376	258	ZIKA ELC	1,956.41		1,956.41
334	260	FEDERAL SEIZURE SO	20,348.12		20,348.12
141	264	FEDERAL SEIZURE (CA)	20,230.37	1,036.02	21,266.39
684	266	GEAR UP	(188,114.29)		(188,114.29)
255	267	TRAFFIC CASE PROCESSING FUND	218.86		218.86
337	268	DOJ BULLET PROOF VEST FUNDING	8,221.96		8,221.96
377	269	BIO-TERRORISM GRANT	2,211.38		2,211.38
338	270	AATA LAW ENFORCEMENT GRANT	0.00		0.00
685	272	TITLE II-A	6,544.93		6,544.93
339	273	AZDPS-BORDER ENHANCEMENT	268,717.65		268,717.65
686	274	TITLE I-D	0.00		0.00
142	276	AZ AUTO THEFT AUTHORITY (CA)	(13,939.90)		(13,939.90)
143/342	277	STATE PROGRAM INCOME C.A. & METRO	53,734.41		53,734.41
689	280	PART B IDEA BASIC	9,498.46		9,498.46
690	281	CHEMICAL ABUSE	0.00		0.00
381	284	EBOLA AWARD	0.00		0.00
346	286	ACJC/JAG UNDER 10K	0.00		0.00
344	287	ANTI METH INITIATIVE	0.00		0.00
379	288	T.B. GRANT	(12,565.00)		(12,565.00)
283	290	JUV PROB SVC EXTRA FEES > \$40	20,946.94		20,946.94
307	291	ADULT PROB FEES INTRST COMP 30%	12,458.48		12,458.48
309	292	ADULT PROB SVC EXTRA FEES > \$40	120,892.13		120,892.13
691	299	COUNTY JAIL EDUCATION	43,663.45		43,663.45
254	300	COMMUNITY ADVISORY BOARD	22.51		22.51
306	301	ADULT PROBATION DRUG TESTING	21,987.22		21,987.22
278	302	DIVERSION CONSEQUENCES	1,750.00		1,750.00
279	303	JUV PROB SVC FUND TREATMENT	21,481.26		21,481.26
303	304	DRUG TREATMENT & EDUCATION FUND	2,942.45		2,942.45
254	305	JUVENILE COMMUNITY ADVISORY BRD	0.00		0.00
305	306	VICTIMS RIGHTS PROG-PROBATION	1,383.05		1,383.05
251	307	MODEL COURT, CRT IMPROVEMENT	3,069.00		3,069.00
253	308	DEPENDENCY CASE PROCESSING	0.00		0.00
252	309	D.E.S. IV-D	18,130.23		18,130.23
256	312	FTG-INDIGENT DEFENSE	0.00	0.00	0.00
626	313	SELF HHW/ABOP SITE	6,149.30		6,149.30
288	314	JAIBG #2	387.36		387.36
287	315	JUV ACCOUNTABILITY BLOCK JAIBG	209.43		209.43
123	316	ARIZONA TITLE IV-E LEGAL	93,673.20		93,673.20
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0.00		0.00
341	320	OPERATION STONE GARDEN #160420	0.00		0.00
260	321	5% FTG ALLOC-SUP CRT 57.37%	576,250.38		576,250.38
261	322	5% FTG ALLOC-IND DEF 20.53%	339,404.25		339,404.25
313	323	GLOBAL POSITIONING SYSTEM	0.00		0.00
800	332	EPA WETLANDS PROTECTION DEV	0.00		0.00
209	335	COVID-19 SOUTH 32	20,308.47		20,308.47
652	345	NOGALES WASH WATERSHED RESTUDY	119,000.00		119,000.00
650	350	FLOOD CONTROL DISTRICT FUND	992,848.52	1,460,270.92	2,453,119.44
950	351	FIRE DISTRICT SECONDARY FUND	4,069.87	(90,307.29)	4,069.87
352	352	BORDER SECURITY ENHANCEMENT PROGRAM	0.00		0.00
651	353	FLOOD CONTROL RESERVE FUND	338,649.04	198,048.59	536,697.63
354	354	ICE GRANT	(55,503.61)		(55,503.61)
355	355	OPERATION STONE GARDEN #170432-01	0.00		0.00
356	356	SLOT GRANT	(420.83)		(420.83)
357	357	TOHONO O'ODHAM (SO)	0.00		0.00
358	358	OPERATION STONE GARDEN #190427	(201,772.58)		(201,772.58)
359	359	OPERATION STONE GARDEN #140425	0.00		0.00
360	361	OPERATION STONE GARDEN #150417	4,122.87		4,122.87
725	365	PROFESSIONAL DEVELOPMENT GRANT	(6,064.10)		(6,064.10)
116	367	HAVA FORTIFICATION GRANT	92,650.35		92,650.35
744	376	ADULT EDUCATION ONE-TIME WIOA	0.00		0.00
746	377	WIOA RAPID RESPONSE	0.00		0.00
693	379	TECHNOLOCHICAS LIFT INITIATIVE	31,185.40		31,185.40
727/728	380	WIOA YOUTH PROGRAM	(26,476.82)		(26,476.82)
729	381	WIOA GENERAL	32.05		32.05
731	383	LAND MANAGEMENT-WIOA	0.00		0.00

732	384	WIOA/TANF SET A SIDE	0.00		0.00
733	385	DEPT OF EDUC. RECREATION GRANT	0.00		0.00
747	387	ADULT EDUCATION-ABE/ASE FEDERAL	(34,459.14)		(34,459.14)
736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(1,967.51)		(1,967.51)
739	393	WIOA ADULT	(16,918.26)		(16,918.26)
740	394	WIOA DISLOCATED WORKER	(19,327.86)		(19,327.86)
741	395	WIOA ADMINISTRATION	(5,244.69)		(5,244.69)
743	397	WORK INCENTIVE GRANT	0.00		0.00
440	405	CDBG #121-20 BOYS & GIRLS CLUB	(6,948.75)		(6,948.75)
400	408	APRON RECONSTRUCTION	0.00		0.00
490	415	CDBG PROJECTS	0.00		0.00
402	422	RUNWAY & TAXI CONNECTOR REHAB	(98,537.81)		(98,537.81)
405	427	AIRFIELD ELECTRICAL UPGRADE DESIGN	0.00		0.00
406	429	CDBG REGIONAL ACCOUNT	0.00		0.00
407	430	PHASE 1 - APRON DESIGN	0.00		0.00
451	431	RIO RICO RD IMPROVEMENT-CDBG	0.00		0.00
436	436	CDBG #127-20 COURTHOUSE PLANNING	0.00		0.00
438	438	CDBG #122-20 COMMERCIAL KITCHEN	(326.40)		(326.40)
412	441	EVIRON ASSESSMENT-LAND ACQ	0.00		0.00
413	442	CARES ACT AIRPORT GRANT	(6,285.54)		(6,285.54)
414	443	AIRPORT MASTER PLAN UPDATE	0.00		0.00
453	453	CDBG GORRION COURT	0.00		0.00
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	139,129.48	133,928.71	273,058.19
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336.18	76,825.52	79,161.70
121	488	DEBT SERVICE FUND	3,027.69	391.49	3,419.18
325	489	JAIL DISTRICT	(124,198.36)	1,140.33	(123,058.03)
491	491	COLONIAS GRANT NOGALITOS	0.00		0.00
502	502	TOHONO O'ODHAM (LANDFILL)	0.00		0.00
210	503	HAZMAT CAPACITY BUILDING/AZ-SON	5.67		5.67
500	540	LANDFILL	1,906,746.98		1,906,746.98
501	541	LANDFILL RESERVE FUND	2,987,685.70	1,058,473.06	4,046,158.76
602	602	OFFICER SAFETY EQUIPMENT-AC	2,702.23		2,702.23
694	651	ELEMENTARY ROBOTICS PROGRAM	0.00		0.00
695	652	IME BECAS GRANT	6,410.01		6,410.01
700	657	SCC E-RATE CONSORTIUM	(140,366.56)		(140,366.56)
704	659	IDEA BASIC JUVENILE SECURE CARE	4,809.39		4,809.39
698	660	SCHOOL SUPPORT	1,751.75		1,751.75
701	663	21ST CENTURY LEARNING CTR	468.19		468.19
706	664	TAYLOR GRAZING FEES	61.93		61.93
707	665	STATE CHEMICAL ABUSE	29.70		29.70
951	667	INDIRECT COSTS	5,427.97		5,427.97
699	676	SPECIAL SVCS 15-365	388,245.58		388,245.58
953	677	SCC CONSORTIUM DUES	180.59		180.59
711	687	IDEA BASIC ADULT SECURE CARE	6,177.25		6,177.25
712	688	JUVENILE DETENTION LEARN	0.00		0.00
118	689	HAVA BLOCK GRANT	6,527.25		6,527.25
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	210.34		210.34
716	716	TEAM ANONYMOUS	9,582.25		9,582.25
717	717	ADOLESCENT WELLNESS NETWORK	3,755.73		3,755.73
718	718	DISTRICT #99-INSURANCE FUND	10,521.45		10,521.45
719	719	YOUTH CAREER CONNECT GRANT	0.00		0.00
720	720	HEALTHY STUDENTS	0.00		0.00
750	750	ADULT EDUCATION - ELAA STATE	(1,900.24)		(1,900.24)
751	751	ADULT EDUCATION - ELAA FEDERAL	(6,548.37)		(6,548.37)
752	752	CAREER & COLLEGE READINESS	0.00		0.00
753	753	ADULT EDUCATION - ABE/ASE STATE	(3,918.23)		(3,918.23)
756	756	WIOA TABE 9-10	0.00		0.00
757	757	ADULT EDUCATION - IEL/CE TRAINING	(12,679.38)		(12,679.38)
759	759	WIOA POSTSECONDARY BRIDGE	0.00		0.00
653	760	NOGALES WASH MANHOLE #89 EMERG	(86,000.00)		(86,000.00)
387	803	ZIKA PHEP	0.00		0.00
186	956	EMANCIPATION ADMIN COSTS	68.24		68.24
248	974	COURT ENHANCEMENT FEE-JP #2	49,859.54		49,859.54
247	975	\$13 ASSESSMENT FUND-JP #2	9,928.99		9,928.99
231	976	COURT ENHANCEMENT FEE-JP #1	144,699.72		144,699.72
230	977	\$13 ASSESSMENT FUND-JP #1	64,329.97		64,329.97
353	978	OFFICER SAFETY EQUIPMENT-SO	4,484.45		4,484.45
148	981	DOMESTIC VIOLENCE STOP GRANT	0.00		0.00
147	982	PRETRIAL INTERVENTION PROGRAM	55,062.00		55,062.00
107	985	PALO PARADO RAILROAD IMPROVEMENT	0.00		0.00
149	986	VICTIM SERVICES DONATIONS	0.00		0.00
229	987	INCREASING EFFICIENCY	0.00		0.00
289	988	JUV DIVERSION SVC FEES-OVER	12,431.82		12,431.82
351	992	FEDERAL PROGRAM INCOME-MTF	0.00		0.00
386	993	MEDICAL RESERVE CORP	21,497.41		21,497.41
246	995	JP #2 FARE PROGRAM	1,581.47		1,581.47
208	997	CITIZEN CORPS TRAIN #150406-02	0.00		0.00
383	998	IMMUNIZATION PROGRAM	0.00		0.00
264	999	STATE-FILL THE GAP (FTG)	0.00		0.00
TOTALS FOR ALL FUNDS			\$ 15,330,414.02	\$ 6,643,917.74	\$ 21,974,331.76
SUSPENSE FUND (AMT. UNAPPORT.)			0		

**PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND**

GENERAL FUND NET CASH BALANCE	3,921,165.60	
PENDING - REVENUE		
AUTO LIEU	80,000.00	
SALES TAX	150,000.00	
COUNTY 1/2 CENT TAX	175,000.00	
APPORTIONMENT AMOUNT	-	
LOTTERY	-	
PENDING - EXPENDITURES		
SEPTEMBER 1, 2020 EXPENSE WARRANTS	(389,085)	
SEPTEMBER 11, 2020 PAYROLL WARRANTS	(585,000)	
SEPTEMBER 15, 2020 EXPENSE WARRANTS	(250,000)	
SEPTEMBER 25, 2020 PAYROLL WARRANTS	(585,000)	
SPECIAL REVENUE DEFICIT	(2,170,636.56)	
STATE POOL INVESTMENT	1,781,899.33	
ESTIMATED E.O.M. BALANCE	<u>2,128,343.17</u>	
DIFFERENCE		190,087.17
CASH AT SEPTEMBER 2019	<u>1,938,256.00</u>	

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 WIOA

TO: Santa Cruz County Board of Supervisors

FROM: Maritza Cervantes
WIOA Director

Cc: Jennifer St. John
County Manager

DATE: September 1, 2020

SUBJECT: Discussion/possible action to approve appointment of Mrs. Alicia Paz, Mr. Ramses Giron, and Richard Brennan each to a three-year term on the Santa Cruz County Local Workforce Development Board

STAFF RECOMMENDATION:

Staff recommends approval of appointment of Mrs. Alicia Paz, Mr. Ramses Giron, and Richard Brennan each to a three-year term on the Santa Cruz County Local Workforce Development Board

BACKGROUND:

The Santa Cruz County Local Workforce Development Board has vacancies that require Board of Supervisor appointment. The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 local board membership WIOA Section 107(c) (1) authorizes the chief elected official to appoint the members of the Local Boards in accordance with the criteria established by the Governor. As required by WIOA Section 107(b) (2), nominations were received by qualifying agencies. Mrs. Alicia Paz, Mr. Ramses Giron, and Richard Brennan will represent local business to meet requirements.

FINANCIAL IMPLICATIONS:

There is no fiscal impact on the General Fund as all WIOA funds are Federal grants.

PROPOSED MOTION:

Move to approve the appointment of Mrs. Alicia Paz, Mr. Ramses Giron, and Richard Brennan each to a three-year term on the Santa Cruz County Local Workforce Development Board



Santa Cruz County WIOA

TO: Santa Cruz County Board of Supervisors

FROM: Maritza Cervantes
WIOA Director

Cc: Jennifer St. John
County Manager

DATE: September 1, 2020

SUBJECT: Discussion/possible action to approve re-appointment of Mrs. Norma Lucero and Mr. Victor Hetherington to a three-year term to serve on the Santa Cruz County Local Workforce Development Board.

STAFF RECOMMENDATION:

Staff recommends approval of re-appointment of Mrs. Norma Lucero and Mr. Victor Hetherington to a three-year term on the Santa Cruz County Local Workforce Development Board

BACKGROUND:

The Santa Cruz County Local Workforce Development Board has vacancies that require Board of Supervisor appointment. The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 local board membership WIOA Section 107(c) (1) authorizes the chief elected official to appoint the members of the Local Boards in accordance with the criteria established by the Governor.

FINANCIAL IMPLICATIONS:

There is no fiscal impact on the General Fund as all WIOA funds are Federal grants.

PROPOSED MOTION:

Move to approve the re-appointment of Mrs. Norma Lucero and Mr. Victor Hetherington to a three-year term to the Santa Cruz County Local Workforce Development Board.



Santa Cruz County WIOA

TO: Santa Cruz County Board of Supervisors

FROM: Maritza Cervantes
WIOA Director

Cc: Jennifer St. John
County Manager

DATE: September 1, 2020

SUBJECT: Discussion/possible action to approve a contract with James E. Mize for the Santa Cruz County One Stop Operator, to coordinate Workforce Innovation and Opportunity Act activities in the amount of \$10,000.

STAFF RECOMMENDATION:

Staff recommends approval of a contract with James E. Mize for the Santa Cruz County One Stop Operator, to coordinate Workforce Innovation and Opportunity Act activities in the amount of \$10,000.

BACKGROUND:

Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants. Obtaining the One Stop Operator will help the Workforce Development Board ("WDB") and ARIZONA@WORK Center System implement the Workforce Innovation and Opportunity Act (WIOA) regulations in the provision of workforce development services to residents.

FINANCIAL IMPLICATIONS:

There is no fiscal impact on the General Fund as all WIOA funds are Federal grants.

PROPOSED MOTION:

Move to approve a contract with James E. Mize for the Santa Cruz County One Stop Operator, to coordinate Workforce Innovation and Opportunity Act activities in the amount of \$10,000.



Santa Cruz County



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Santa Cruz County Contract:

Contractor: James E. Mize (Contractor)

DUNS: _____

SAM Registration Date: _____

Contract Term: September 1, 2020, or upon execution by the
Santa Cruz County Board of Supervisors
whichever is later.

Contract Amount: \$10,000.00

Prior to the award of any contract including Federal grant money, vendors must be registered with the Federal System for Award Management (SAM) at www.SAM.gov, and remain active during the life of the Project. Vendors must not be debarred at any time during the life of the contract. If vendors become debarred at any point during the life of the contract, the County reserves the right to cancel the contract for cause, upon issuance of a modification for termination.

RECITALS

- A. County, as Grantee, received federal Workforce Innovation and Opportunity Act, Pub.L.113-128 ("WIOA") grant funds for the operation of the Santa Cruz County ARIZONA@WORK Career Center System Workforce Program. The WIOA grant ends June 30, 2021.

- B. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants.
- C. County finds that obtaining the One Stop Operator will help the Workforce Development Board ("WDB") and ARIZONA@WORK Center System implement the WIOA regulations in the provision of workforce development services to residents.
- D. County's "WDB", issued Request for Proposals No. RFP B-04-20-C005 ("the RFP") for such technical assistance.
- E. Contractor has submitted a response to the RFP that is beneficial to the residents of the County.
- F. The Santa Cruz County Board of Supervisors finds that Contractor has specialized training and expertise in providing workforce development One Stop Operator services.
- G. The Santa Cruz County Board of Supervisors finds that entering into this Agreement with Contractor is in the best interests of the residents of Santa Cruz County.

NOW THEREFORE, County and Contractor, pursuant to the above, and in consideration of the matters and things set forth herein, agree as follows:

1. TERM, EXTENSIONS AND AMENDMENTS

- A. Original Term. This Agreement will commence on September 1, 2020, or upon execution by the Santa Cruz County Board of Supervisors, whichever is later, and will terminate on August 30, 2022 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Option.
- B. Contract funding. Contract funding depends on WIOA funding.
- C. Extension Option. County may renew this Agreement for one (1) additional periods of up to two (2) years (the "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- D. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. County must approve any amendment to the Agreement before Contractor commences services under the amendment.

2. SCOPE OF WORK

A. Provide Onsite Partner Leadership

The One Stop Operator shall:

- 1. Convene monthly meetings with ARIZONA@WORK Job Center partners to foster partnerships to improve customer service flow and promote a seamless service delivery system.
- 2. Conduct quarterly analysis in the development of a needs assessment that identifies gaps and or challenges in service delivery.
- 3. Coordinate services across ARIZONA@WORK Job Center partners implementing

continuous improvement efforts.

4. Monitor all system partner Memorandums of Understanding (MOUs) to ensure maximum availability of services to customers.
5. In coordination with partner senior leadership, assure ARIZONA@WORK Job Center staff receives sufficient training by identifying training needs, scheduling trainings with facilitators, and tracking partner staff participation.

B. Reporting

The One Stop Operator shall:

1. Gather data as required by the local board and disseminate, as necessary.
2. Present quarterly verbal and/or written reports to Santa Cruz County Workforce Development Board including overall customers who visited ARIZONA@WORK Job Center with total number of clients served, workshops/classes offered, employer events, referral for services, customers obtaining employment with retention rate for 6 months, and average wage.
3. Act as a point of contact to facilitate communication among partner agencies to provide updates on operations and address potential issues.

C. Act as Equal Opportunity Officer

The One Stop Operator shall:

1. Ensure equal opportunity to all individuals. No individuals shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief.
2. Demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves the OSO ensuring its staff receive accessibility training and may involve developing accessibility plans.
3. Comply and adhere to all Federal and Arizona State regulatory guidance and practices in regards to equal opportunity and ADA compliance.

D. Ensure Compliance

The One Stop Operator shall:

1. Comply with the uniform administrative requirements, cost principles and audit requirements for federal awards.
2. Comply with Federal and State WIOA requirements and the County's record retention policies, retain program files and records and maintain confidentiality.
3. Contact partners regarding challenges to providing One-stop delivery resources as depicted and agreed upon in the MOU.
4. Ensure Americans with Disabilities Act and WIOA section 188 compliance for the ARIZONA@WORK Santa Cruz County.
5. Ensure ARIZONA@WORK Santa Cruz County Job Center has and maintains adequate, up-to-date signage related to accessibility of space and programs in compliance with ADA and WIOA section 188.

E. Continuous Improvement Activities

The One Stop Operator shall:

1. Administer customer satisfaction surveys at the center, as well as event participation surveys.
2. Implement continuous quality improvement processes to determine efficiency of data tracking, collection, and analysis methods and integrating lessons learned to update best practices.
3. Coordinate and adjust delivery practices in collaboration with partner programs based on the data collected.
4. Determine agenda and provide minutes to partners for each meeting.

CONTRACT REQUIREMENTS

- A. **Representation of the County:** In the performance of the contract, Contractor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County.
- B. **Non-Appropriation Clause:** Contractor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County after written notice to Contractor of the unavailability and non-- appropriation of public funds. It is expressly agreed that County shall not activate the non-- appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.
- C. **Contractor Primary Contact:** The Contractor will designate an individual to serve as the primary point of contact for the contract. Contractor or its designee must respond to County inquiries regarding the contract within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County.
- D. **Change of Address:** Contractor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.
- E. **Non-Transferable or Assignability:** The contractor shall not assign any of its rights or obligations under this Contract without the prior written consent of the County. Any attempt to assign without such prior written consent shall be void.
- F. **Agreement Amendments:** Contractor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.
- G. **Termination for Convenience:** The County, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendars day's written notice. If such termination is effected, an equitable adjustment in the price provided for, in this Agreement, shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred, prior to the effective date of termination. Upon receipt of termination notice, the Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver and transfer title (if necessary), all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports promptly to the County.
- H. **Attorneys' Fees and Costs:** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.

- I. **Licenses and Permits:** Contractor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Contractor shall maintain said licenses and permits in effect for the durations of this Agreement. Contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.
- J. **Notification Regarding Performance:** In the event of a potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Contractor shall notify the County within one (1) working day, in writing and by telephone.
- K. **Conflict of Interest:** Contractor shall make all reasonable efforts to ensure that no Santa Cruz County officer or employee, whose position enable him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract nor have any relationship to Contractor or officer, agent or employee of the Contractor.
- L. **Improper Consideration:** Contractor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee or agent of Santa Cruz County, in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Santa Cruz County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a Santa Cruz County officer, employee or agent to solicit, directly or through an intermediary, improper consideration from the Contractor. The report shall be made to the WIOA Director or his/her designee. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

M. Inaccuracies or Misrepresentations:

The Contractor may be terminated from the RFP process, or in the event an Agreement has been awarded, the Agreement may be immediately terminated, if the County determines that the Contractor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the County.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- N. **Employment of Former Santa Cruz County Officials:** The Contractor must provide information on former Santa Cruz County administrative officials who are employed by or represent the Contractor. The information provided must include a list of former Santa Cruz County administrative officials who terminated Santa Cruz County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a “Santa Cruz County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Manager or member of such officer’s staff, a department head or an assistant department head.
- O. **Invoices:** At the first of each month, Contractor shall provide the County with invoices for expenditures in the previous month.
- P. **Ownership of Documents:** All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under this Agreement. Unless otherwise directed by the County, the Contractor may retain copies of such items.
- Q. **Release of Information:** No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County except where required by law.
- R. **Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511:** All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes. The County may cancel the contract after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, security, drafting or creating the contract on behalf of the County is or becomes at any time, while the contract or an extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract.
- S. **Governing Law:** The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Santa Cruz County.
- T. **Confidentiality:** Any other provision of this Agreement notwithstanding, the parties acknowledge that County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.

- U. **Nondiscrimination:** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- V. **Legal Arizona Workers Act Compliance:** To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontracts warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with State and Federal Immigration Laws.
- W. The Contractor and its subcontractors, warrant to keep the papers and records open for inspection, during normal business hours by the County, and to cooperate with the County's inspections.
- X. The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement, and may result in the termination of the Agreement by the County. The County retains the legal right to randomly inspect the papers and records, of the Contractor and its subcontractors, who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.
- Y. **Insurance:** The Successful Bidder must have General Liability Insurance naming Santa Cruz County as an additional insured and holding the County harmless from loss, injury or destruction. The Successful Bidder is also required to have Workers' Compensation insurance and Automobile Liability insurance coverage.
- Z. **Independent Contractor Status:** It is expressly agreed and understood by and between the parties that the Contractor is being retained by the County as an independent contractor, and, as such, the Contractor shall not become a County employee, and is not entitled to payment or compensation from the County or to any fringe benefits to which County employees are entitled. As an independent contractor, the Contractor further acknowledges sole responsibility for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Contract. As an independent contractor, the Contractor further agrees to conduct itself in a manner consistent with such status, and to neither hold out nor claim to be an officer or employee of the County by reason thereof. The Contractor will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

INDEMNIFICATION AND INSURANCE

- A. Liabilities Against Procuring Agency:** The Contractor shall indemnify, keep and save harmless the County, all County agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from the Contractor's acts or omissions, or those of its employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, code, 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.
- B. Insurance Requirements:** Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:
- a. The Contractor shall secure and maintain, during the life of the Contract, Public Liability insurance for injuries, including accidental death. The policy shall be subject to limits of not less than \$1,000,000 per person and \$1,000,000 per accident. Santa Cruz County shall be named as an "additional insured."
 - b. The Contractor shall secure and maintain, during the life of the Contract, Motor Vehicle Public Liability and Property Damage insurance to cover each automobile, used in the performance of the Contract in an amount of not less than \$1,000,000 for one person, and \$1,000,000 for more than one person, and property damage in the sum of \$1,000,000 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided herein. Santa Cruz County shall be named as an "additional insured."
- C. Additional Named Insured:** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.
- D. Certificate of Insurance:** Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Contractor shall furnish the County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by contractor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits

required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Maritza Cervantes
Santa Cruz County
ARIZONA@WORK Job Center
610 North Morley Ave.
Nogales, AZ 85621

Mcervantes@santacruzcountyaz.gov

E. Insurance Review: The above insurance requirements are subject to periodic review by the County. The WIOA Director or his/her designee is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the County.

F. Right to Monitor and Audit:

1. Right to Monitor: The County shall have the right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items as required and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor's performance of its duties or other terms of this Agreement are deficient in any matter, the County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification or County, at its option, may terminate this Agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Contractor under this Agreement or otherwise.

2. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Agreement or until all pending County and State audits are completed, whichever is later.

End

Authorized Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

This ____ day of _____, 2020.

Bruce Bracker, Chair, Santa Cruz County Board of Supervisors

Date: _____

James E. Mize

Date: _____



Santa Cruz County WIOA

TO: Santa Cruz County Board of Supervisors

FROM: Maritza Cervantes
WIOA Director

Cc: Jennifer St. John
County Manager

DATE: September 1, 2020

SUBJECT: Discussion/possible action to approve Workforce Innovation and Opportunity Act, Workforce Development Board Conflict of Interest Policy.

STAFF RECOMMENDATION:

Staff recommends approval of Workforce Innovation and Opportunity Act Workforce Development Board Conflict of Interest Policy.

BACKGROUND:

The SCC WDB Conflict of Interest Policy guards against problems arising from real, perceived, or potential conflicts of interest, and maintain fairness in action and appearance. This Conflict of Interest Policy will provide direction for compliance with Chapter 3, Article 8 of the Arizona Revised Statutes (A.R.S. Section 38-501, Section 38-502, and Section 38-503 et. seq.) with respect to the provision of services through the Santa Cruz County Workforce Innovation and Opportunity Act (WIOA) and the members, officers, staff, or representatives/agents of the Santa Cruz County Workforce Development Board.

FINANCIAL IMPLICATIONS:

There is no fiscal impact on the General Fund as all WIOA funds are Federal grants.

PROPOSED MOTION:

Move to approve the Workforce Innovation and Opportunity Act, Workforce Development Board Conflict of Interest Policy.

**Santa Cruz County
Workforce Innovation and Opportunity Act
Workforce Development Board
Conflict of Interest Policy**

Amended July 2020

Introduction:

The Santa Cruz County Workforce Development Board (SCC WDB) recognizes that, by its very composition, potential conflicts of interest and issues concerning the appearance of fairness may arise. Therefore, it is essential for the SCC WDB to be sensitive and err on the side of caution when potential, or perceived, or real "conflict" or "fairness" matters occur.

The SCC WDB recognizes that many of its members are selected because of their business or industry expertise, economic development or education positions, and involvement in training, employment and job creation. They should have maximum freedom to share their talent, knowledge, and experience, but within the scope of fairness.

The SCC WDB also recognizes that its Members may have professional and/or personal and/or familial associations which could lead to conflicts of interest or appear to lead to unfairness.

Statement of Purpose:

The SCC WDB Conflict of Interest Policy guards against problems arising from real, perceived, or potential conflicts of interest and to maintain fairness in action and appearance. To accomplish these purposes, the SCC WDB establishes the following Conflict of Interest Policy.

Policy

This Conflict of Interest Policy will provide direction for compliance with Chapter 3, Article 8 of the Arizona Revised Statutes (A.R.S. Section 38-501, Section 38-502, and Section 38-503 et. seq.) with respect to the provision of services through the Santa Cruz County Workforce Innovation and Opportunity Act (hereafter "WIOA") and the members, officers, staff, or representatives/agents of the SCC WDB. Members, officers, staff, representatives and/or agents, shall abide by all provisions of the above-referenced statutes when acting within the scope of their responsibilities on behalf of the SCC WDB.

Pursuant to A.R.S. Subsection 38-503, members, officers, staff, or representatives/agents of the SCC WDB, who wish to enter into contracts for the provision of services with SCC WDB, must not participate in any manner in the selection of vendors for that specific contract and must make the interest in the proposed contract known in the official records of the SCC WDB. Any member, officer, staff, representative and/or agent of the SCC WDB wishing to competitively bid on contracts for the procurement of goods and services, of any monetary amount, must annually sign a copy of the affidavit attached hereto as **Exhibit 1**. The signed affidavit will be filed in the official records of the SCC WDB and shall be available for public inspection.

In addition, any member, officer, staff, or representative and/or agent of the SCC WDB who participates in the expenditure of WIOA funds shall perform his/her duties in a manner consistent with their obligations to the SCC WDB and in accordance with sound business practices. In

complying with these requirements, members, officers, staff or representatives and/or agents shall refrain from:

- Solicitation or acceptance of gratuities, favors, or anything of monetary value, from contractors, potential contractors, or parties to sub-agreements.
- Participation in awards or administration of contracts to firms in which the member, officer, staff or representative/agent or his/her immediate family has a financial or other interest.
- No officer or employee of the WDB shall supply to the WDB any equipment, material, supplies or services, unless pursuant to an award or contract let after public competitive bidding.
- Any member, officer, staff, representative/agent who is a paid consultant, or who has a relative who is a paid consultant (as defined in A.R.S. 38-502) for any provider which currently transacts business with the WDB, or which may bid on a future contract for provision of services with the WDB is prohibited from participating in a decision process which may lead to the award of a contract involving such firm.
- One Stop Operator (OSO) and/or any WIOA Service Contractor is prohibited from assuming any duties prescribed by WIOA unto the SCC WDB.
- SCC WDB staff duties and responsibilities are solely given to the SCC WDB staff by the SCC WDB and no one else.
- SCC WDB may not delegate its duties and/or responsibilities to the OSO or service providers.
- SCC WIOA Staff do not report to the SCC WDB staff and visa-versa.
- SCC WIOA staff will have program responsibilities over the Adult, Youth and Dislocated Workers Programs.
- SCC WIOA Financial Services will be provided by the SCC Administrative Services Department and they will perform the Procurement, Audit and Fiscal Duties and ensure compliance with WIOA and 2 CFR 200.

A copy of this Policy can be found on the SCC WDB Policy Manual and may be posted in the SCC WDB Website.

Each board member shall acknowledge receipt of the Policy by executing a copy of the affidavit below. The signed affidavits shall be retained in the official records of the WDB and shall be available for public inspection.

Any person violating this Policy may be subject to termination, removal or other disciplinary action, including sanctions by the SCC WDB, and may be subject to additional penalties as provided by WIOA and State of Arizona Statutes.

Approved by the Santa Cruz County Workforce Development Board on:

Date: _____

End

Authorized Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
_____ day of _____, 2020.

Santa Cruz County, CLEO

Date

Santa Cruz County WDB, Chair

Date



SANTA CRUZ COUNTY

Workforce Innovation and Opportunity Act Workforce Development Board Conflict of Interest Policy

Amended July 2020

SANTA CRUZ COUNTY ONE STOP CENTER
610 North Morley Ave. Nogales, AZ 85621

**Santa Cruz County
Workforce Innovation and Opportunity Act
Workforce Development Board
Conflict of Interest Policy**

Amended July 2020

Acknowledgement of Receipt of Conflict of Interest Policy

To be executed by all members, officers, staff, representatives/agents of the Santa Cruz County Workforce Development Board.

My signature acknowledges that I have received, reviewed and understand the provisions of the Santa Cruz County Workforce Development Board Conflict of Interest Policy and that I am aware that it contains important information regarding legal obligations arising from my activities of the WDB.

I further understand that any violations of Policy may prohibit my organization access to Santa Cruz County WIOA service provision.

_____ I do not have any conflicts of interest to declare

_____ I do have conflicts of interest to declare (See Exhibit 1)

Printed Name

Date

Signature

**Santa Cruz County
Workforce Innovation and Opportunity Act
Workforce Development Board
Conflict of Interest Policy**

Amended July 2020

Exhibit 1 - Conflict of Interest:

Affidavit regarding provisions of services to Santa Cruz County Workforce Development Board under the Workforce Innovation and Opportunity Act.

I, _____ am currently a member, officer, staff, representative/agent of the Santa Cruz County Workforce Development Board. I intend to provide program services under the Workforce Innovation and Opportunity Act.

I have read the Workforce Development Board's Conflict of Interest Policy and am familiar with its provisions.

I certify that I am not involved, and have not been nor will be involved, in any discussion, participation of vote that would influence the decision regarding the provision of any goods or services that I may furnish to the Workforce Development Board or WIA/WIOA Direct Services.

I understand that any false statement on this affidavit or any violation of the WDB's Conflict of Interest Policy may be grounds for termination, removal or other disciplinary action, including sanctions by the WDB, and may also subject me to additional penalties as provided by statute.

Please state potential conflict below:

Dated this _____ day of _____, 2015

_____ Member Signature



Santa Cruz County WIOA

TO: Santa Cruz County Board of Supervisors

FROM: Maritza Cervantes
WIOA Director

Cc: Jennifer St. John
County Manager

DATE: September 1, 2020

SUBJECT: Discussion/possible action to approve Workforce Innovation and Opportunity Act, Chief Elected Official and Workforce Development Board Service Delivery Agreement.

STAFF RECOMMENDATION:

Staff recommends approval of Workforce Innovation and Opportunity Act, Chief Elected Official and Workforce Development Board Service Delivery Agreement.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128, was signed into Law on July 22, 2014 and Final Rules were issued in the Federal Register, Vol. 81, No. 161. The Chief Elected Official and Workforce Development Board roles are describe in WIOA and both parties agree to adhere to provisions contained in 2 CFR 200.

FINANCIAL IMPLICATIONS:

There is no fiscal impact on the General Fund as all WIOA funds are Federal grants.

PROPOSED MOTION:

Move to approve the Workforce Innovation and Opportunity Act, Chief Elected Official and Workforce Development Board Service Delivery Agreement.



SANTA CRUZ COUNTY

Chief Elected Official and Workforce Development Board Service Delivery Agreement

Adopted July 2020

SANTA CRUZ COUNTY ONE STOP CENTER
610 North Morley Ave. Nogales, AZ 85621

Santa Cruz County
Chief Local Elected Official
and
Workforce Development Board

Service Delivery Agreement
July 1, 2020

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128, was signed into Law on July 22, 2014 and Final Rules were issued in the Federal Register, Vol. 81, No. 161; and

WHEREAS, in accordance with WIOA Section 106, Santa Cruz County was established and certified as a Local Workforce Area by the Governor of the State; and

WHEREAS, WIOA, Section 107 and applicable WIOA Rules, define Santa Cruz County Chief Local Elected Official (SCC CLEO) and the Santa Cruz County Workforce Development Board (SCC WDB); and

WHEREAS, the SCC CLEO appoints the SCC WDB in accordance with WIOA; and

WHEREAS, the SCC WDB sets Local WIOA policies and program strategies and submits them to the SCC-CLEO for final approval, 20 CFR 679.310 (b); and

WHEREAS, the SCC CLEO and the SCC WDB roles are described in WIOA, and both parties agree to adhere to the provisions contained in 2 CFR 200; and

WHEREAS, the WIOA funding allocations are by Program Year and all contracts and allocations are subject to funding availability, DOL and State of Arizona funding and Program Year allocations, and

WHEREAS, the SCCWDB with the agreement of the SCC CLEO is responsible for the selection and termination of Operators and Providers of Career Services and Eligible Training Providers, WIOA, Sec. 107 (d)(10); and

WHEREAS, the One Stop Operator will be competitively procured, WIOA, Sec 107 (g); and

WHEREAS, the WIOA, Final Rules and Training and Employment Guidance Letters (TEGLs) allow for the selection of career services; and

WHEREAS, with the agreement of the SCC CLEO, the SCC WDB has the option to select the Grant Recipient/designated fiscal agent to provide directly, some or all, of the Youth Services, 20 CFR 681.400; and

WHEREAS, the Santa Cruz County Chief Local Elected Official (SCC CLEO) and the Santa Cruz County Workforce Development Board (SCC WDB) desire to enter into an agreement to provide and perform the obligations of the WIOA to the eligible residents and businesses of Santa Cruz County; and

WHEREAS, this Agreement reflects State of Arizona Statutes and Policies; and

WHEREAS, the SCC CLEO and SCC WDB hereby enter into a Delivery Agreement to fulfill their obligations as prescribed in the WIOA; and

Now therefore, it is mutually agreed to the following:

Procurement of Operators and Service Providers

Under Federal and State of Arizona Statutes, the SCC WDB is not recognized as a legal entity and thus, has no capacity or authority to award contracts directly to operators or service providers. SCC CLEO has agreed to issue the Request for Proposals and contract with selected operators and service providers.

SCC's designation as a Local Area, the SCC CLEO and SCC WDB have approved all appropriate Fire Walls to prevent Conflicts of Interest. SCC, the SCC WDB, and SCC CLEO agree to the following:

- SCC will provide the WIOA Title I Services.
- SCC will provide staff support for the SCC WDB.
- SCC will provide the WIOA procurement and contracting services.
- SCC will allow the SCC WIOA Programs to be housed under the Health & Human Services Department (Organization Chart attached).
- SCC will provide the procurement and contracting with selected operators and service providers.
- SCC will ensure fiscal and program integrity by adhering to all federal and state fiscal and procurement laws and statutes.
- SCC will assist the SCC WDB in ensuring proper auditing and monitoring of the WIOA Programs.
- SCC WDB will designate the appropriate subcommittees to assist the WDB in the following areas.

- SCC WDB with SCC will develop the Requests for Proposals to procure WIOA Services.
- SCC WDB, with the agreement of the SCC CLEO, will evaluate and approve the selection of operators and service providers.
- SCC WDB will monitor all WIOA operators and service providers to ensure fiscal and program integrity.
- SCC WDB will recommend corrective actions when contractual performance is not being met.
- SCC WDB will recommend the renewal of contract for operators and service providers.

Method of Payment

Santa Cruz County adheres to WIOA, WIOA Regulations, 2 CFR 200, TEGEs, State Policies and DOL and State of Arizona Annual Allocations per Program Year.

All Service Provider contracts and agreements are subject availability of WIOA funding by the annual Program Year allocations by the US DOL and the State of Arizona.

Conflict of Interest

The SCC WDB will adhere to all Federal, State of Arizona and Local Statues and Policies relating to Conflict of Interest. It is the intent of the SCC CEO and SCC WDB to avoid Conflicts of Interest and ensure legal and proper Programmatic and Fiscal Management. Hence the SCC WDB and staffing functions will have built in firewalls.

As prescribed by WIOA Sec. 107 (f) the WDB "... may hire a director and other staff ..." to carry out its functions. To avoid conflicts of interest the SCC WDB staff will be housed in SCC under the County Administrator who will not perform any functions of the WDB staff.

In partnership with the SCC CLEO, the SCC WDB will define the staff responsibilities and will include the responsibilities in the "Job Descriptions" as described in WIOA Sec. 107 (d) (8).

The SCC WDB in partnership with the SCC CLEO will conduct oversight and ensure appropriate use and management of WIOA funds.

The SCC WIOA Program staff are housed in the SCC Health and Human Services Department and will not be staffing the SCC WDB. The WIOA staff is the provider of Adult, Youth and Dislocated Workers services.

As described in WIOA Sec. 107 (d) (10), the SCC WDB in partnership with the SCC CLEO shall designate and/or certify the One Stop Operator and service providers consistent with WIOA Sec. 123 (b).

Since the Administrative Services Department has no direct supervision of the WDB staff or WIOA Program staff, it will provide fiscal, procurement and audit services for SCC WIOA funded Programs.

Since the SCC One Stop Center has operated with the support of WIOA Title I and Title II only, it is the intent to secure additional financial support from the WIOA Title III and Title IV administered by the DES. Once additional funding is secured the SCC WIOA One Stop Operator will be designated or selected per WIOA and the firewalls will be strengthened.

Scope of Services

SCC agrees to:

- Continue being the WIOA Program Grant Recipient.
- Enter into Intergovernmental Agreements with the State of Arizona Department of Economic Security.
- Operate the WIOA Title I Adult, Dislocated Workers and Youth Programs.
- Provide career services and Youth case management and other services, as jointly directed by the SCC WDB and CLEO.
- Follow all federal and state requirements to ensure the use of federal funds is carried out efficiently and effectively and provided in 2 CFR 200 and WIOA, Final Rules and TEGs.
- Provide procurement and contractual support for the SCC DB.
- Provide Fiscal and Program oversight to support the SCC WDB.
- Take appropriate corrective actions as may be necessary to ensure the integrity of the WIOA Program funds and services.

Duration, Termination and Amendment

This Agreement:

- Becomes effective upon the date of the signatures of the SCC CLEO and SSC WDB.
- May be terminated or amended upon the request by either party.
- May be terminated for cause, default, breach or required by the federal or state governments.
- Is in effect until June 30, 2024.

- May be automatically extended annually by agreement of both parties.

Compliance with Applicable Laws and Regulations

SCC will adhere to all federal and state Laws, Statutes and Regulations. The Intergovernmental agreement between SCC and the Arizona Department of Economic Security enumerates all legal programmatic and fiscal requirements.

Authorized Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
_____ day of _____, 2020.

Santa Cruz County, CLEO

Date

Santa Cruz County WDB, Chair

Date



Santa Cruz County WIOA

TO: Santa Cruz County Board of Supervisors

FROM: Maritza Cervantes
WIOA Director

Cc: Jennifer St. John
County Manager

DATE: September 1, 2020

SUBJECT:

Discussion/possible action to approve Workforce Innovation and Opportunity Act, Chief Elected Official and Workforce Development Board Shared Governance Agreement.

STAFF RECOMMENDATION:

Staff recommends approval of Workforce Innovation and Opportunity Act, Chief Elected Official and Workforce Development Board Shared Governance Agreement.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128, Section 107 and applicable WIOA Regulations, mandate an agreement between the Santa Cruz County Chief Local Elected Official (SCC CLEO) and the Workforce Development Board (SCC WDB). The parties desire to enter into an agreement to provide and perform the obligations of the WIOA and WIOA Regulations to the eligible residents and businesses of Santa Cruz County. The parties hereby enter into a joint shared governance agreement to fulfill their obligations as prescribed in the WIOA.

FINANCIAL IMPLICATIONS:

There is no fiscal impact on the General Fund as all WIOA funds are Federal grants.

PROPOSED MOTION:

Move to approve the Workforce Innovation and Opportunity Act, Chief Elected Official and Workforce Development Board Shared Governance Agreement.



SANTA CRUZ COUNTY

Chief Elected Official and Workforce Development Board

Shared Governance Agreement

Adopted July 1, 2020

SANTA CRUZ COUNTY ONE STOP CENTER
610 North Morley Ave. Nogales, AZ 85621

Santa Cruz County
Chief Local Elected Official
and
Workforce Development Board
Shared Governance Agreement
2020 - 2024

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128, Section 107 and applicable WIOA Regulations, mandate an agreement between the Santa Cruz County Chief Local Elected Official (SCC CLEO) and the Workforce Development Board (SCC WDB); and

WHEREAS, in accordance with WIOA Section 106, Santa Cruz County was established and certified as a Local Workforce Area by the Governor of the State of Arizona; and

WHEREAS, WIOA and WIOA Regulations describes the roles and responsibilities of define Santa Cruz County Chief Local Elected Official (SCC CLEO) and the Santa Cruz County Workforce Development Board (SCC WDB); and

WHEREAS, the SCC CLEO appoints the SCC WDB in accordance with WIOA and WIOA Regulations; and

WHEREAS, the SCC WDB in partnership with the SCC-CLEO set Local WIOA policies and program strategies (20 CFR 679.310 (b)); and

WHEREAS, the SCC CLEO holds liability the SCC WIOA WDB shall follow all State of Arizona Statutes and SCC Fiscal Policies; and

WHEREAS, the SCC CLEO and the SCC WDB roles are described in WIOA and WIOA Regulations and the SCC CLEO and the SCC WDB agree to adhere to the provisions contained in 2 CFR 200; and

WHEREAS, the SCC CLEO and the SCC WDB agree to make the Santa Cruz County Conflict of Interest Policy a part of this agreement, and

WHEREAS, the parties desire to enter into an agreement to provide and perform the obligations of the WIOA and WIOA Regulations to the eligible residents and businesses of Santa Cruz County; and

WHEREAS, this Agreement reflects State of Arizona Statutes and Policies:

WHEREAS, the SCC CLEO and SCC WDB hereby enter into a joint shared governance agreement to fulfill their obligations as prescribed in the WIOA; and

Now therefore, it is mutually agreed to the following:

Section 1. WDB MEMBERSHIP

A. Term of Office

The terms of the SCC WDB members shall be for three years, staggered terms with one third which may be reappointed or replaced annually. Since some of the SCC WDB Members were previously appointed under the Workforce Investment Act (WIA), the SCC CLEO may retain those members with their initial terms of office. Future appointments may be made to fill vacancies and/or to comply with WIOA Regulations.

B. Nominations and Appointments

All SCC WDB appointments shall follow WIOA, Section 107 (b) (2) requirements.

1. Business Nominations: The nominating organization submits to the SCC CLEO a document or letter signed by the chief executive officer to identify the individual to be nominated, and
2. The letter will acknowledge the nominee's optimum policy-making authority, and
3. The letter includes documentation of curriculum vitae, resume or work history supporting the qualifications of the nomination

Appointments will ensure SCC WDB is composed of a business majority.

Labor representatives must be nominated by labor federations/organizations.

The SCC CLEO shall have sole authority to appoint SCC WDB members.

It is anticipated that the appointment by the SCC CLEO shall take place within sixty (60) days of the recommendation for appointment by local business organizations, business trade associations and the SCC WDB composed of a business majority.

Appointment must be made within one hundred twenty (120) days. If vacancy is not filled within the 120 days a notification will be made to the State of Arizona requesting a waiver with justification to allow more time for the appointment.

The new member filling the vacancy shall represent the same sector as the outgoing member.

All appointments to the SCC WDB will be in the SCC Board of Supervisors Minutes and the SCC WDB Meeting Minutes.

C. Communicating SCC CLEO Appointments to SCC WDB

SCC WDB appointments are made by the SCC CLEO and are documented in the SCC Board of Supervisors Meeting Minutes. In addition, the Administrative Entity will notify the SCC WDB. Finally, the SCC WDB Minutes reflect new appointments and categories filled.

D. Change in Status

Any SCC WDB member that has a change in their original appointment representation status may be removed or reappointed to the new status if the SCC CLEO desires.

E. Midterm Appointment

When a SCC WDB vacancy occurs during a member's term, the SCC CLEO shall appoint a qualified replacement to fill the vacancy. Potential SCC WDB business representative members are nominated as required in Section 1. B. of this agreement. Labor representatives must be nominated by labor federations/organizations.

F. Vacancies:

If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment by the SCC CLEO for the unexpired portion of the term.

The SCC CLEO shall appoint a qualified replacement to fill the vacancy. Potential SCC WDB Members are nominated by local business organizations, business trade associations and the SCC WDB composed of a business majority.

Labor representatives must be nominated by labor federations/organizations.

G. Vacancy Time Limit

If appointment has not been made within one hundred and twenty (120) days a notification will be made to the State of Arizona and if more time is needed a waiver request may be made to allow more time for the appointment.

H. Resignations

Resignation by members may be submitted in writing, if possible, to the SCC WDB Chairman. An agenda item will be placed on the next SCC WDB meeting for the SCC WDB to “acknowledge” that member’s resignation.

I. Removal

Removal of a SCC WDB member may occur if there exists just cause, documented violation of conflict of interest, failure to meet SCC WDB representation requirements defined in WIOA and/or this policy or documented proof of malfeasance, fraud, or abuse.

J. Elections of Officers:

The SCC WDB shall hold elections for the offices of President, Vice President and Secretary. Such elections shall follow the SCC WDB By Laws.

K. Removal from SCC WDB for Just Cause

Removal of any member from the SCC WDB for just cause, requires a review by the SCC WDB Executive Committee. Should the SCC WDB Executive Committee determine that it is in the best interest of the SCC WDB to remove a member; a recommendation for removal will be presented to the SCC WDB for official action to remove the member.

Ten days written notice must be provided to the member being considered for removal from the SCC WDB before a recommendation for removal is placed on a SCC WDB meeting agenda.

Notification will be given to the SCC CLEO of any actions taken to remove a member from the SCC WDB, and when any member submits a resignation.

Section 2. Relationships Between CEO and WDB

A. Avoiding Conflict of Interest

The SCC WDB will adhere to all Federal, State of Arizona and Local Statues and Policies relating to Conflict of Interest. It is the intent of the SCC CLEO and SCC WDB to avoid Conflicts of Interest and ensure legal and proper Programmatic and Fiscal Management. Hence the SCC WDB and staffing functions will have built in firewalls.

As prescribed by WIOA Sec. 107 (f) the WDB "... may hire a director and other staff ..." to carry out its functions. To avoid conflicts of interest the SCC WDB staff will be housed in SCC under the County Administrator. The County Administrator will not perform any functions of the WDB staff.

The WDB director's duties will be aligned with the WDB mission, role, and job description, as stipulated in WIOA and WIOA Regulations. The County Administrator may request meetings and updates as part of the joint WIOA Programs oversight role of the SCC WDB and SCC CLEO.

In partnership with the SCC CLEO, the SCC WDB will define the staff responsibilities and will include the responsibilities in the "Job Descriptions" as described in WIOA Sec. 107 (d) (8). The SCC WDB in partnership with the SCC CLEO will conduct oversight and ensure appropriate use and management of WIOA funds.

SCC WDB staff may conduct reviews of WIOA programs and provide updates at the SCC WDB meetings or as requested by the SCC WDB or the SCC CLEO as part of the joint oversight role. The US DOL and ADES will conduct program and fiscal reviews of WIOA Programs. These reports will be shared with the SCC WDB and SCC CLEO. If corrective actions are needed the staff will follow up and provide progress reports.

The SCC WIOA Program staff are housed in the SCC Health Department and will not be staffing the SCC WDB. The WIOA Program staff provide of Adult, Youth and Dislocated Workers services.

As described in WIOA Sec. 107 (d) (10), the SCC WDB in partnership with the SCC CLEO shall designate or certify the One Stop Operator and service providers consistent with WIOA Sec. 123 (b).

Since the Administrative Services Department has no direct supervision of the SCC WDB or WIOA Program staff it will provide fiscal, procurement and audit services for SCC WIOA funded Programs.

Since the SCC One Stop Center has operated with the support of WIOA Title I and Title II only, it is the intent to secure additional financial support from the WIOA Title III and Title IV administered by the DES.

Once additional funding is secured from the other WIOA Partners, the SCC WIOA One Stop Operator Request for Proposals will be issued. The One Stop Operator procurement process will follow all WIOA, WIOA Regulations, State of Arizona, and Workforce Arizona Council Policies. Required firewalls will be placed to ensure One Stop Operator will perform only those activities allowed, per WIOA and WIOA Regulations.

Local Plan Development

Per WIOA Sec. 107 (d) (1). The SCC WDB and SCC CLEO in partnership shall develop the Santa Cruz County Local Plan and submit to the Governor.

To ensure Santa Cruz County has a One Stop System the SCC WDB will involve the WIOA Partners in the development and submittal of the Santa Cruz County Local Plan consistent with WIOA, federal regulations, State of Arizona policies, state plan, and other state administrative entity requirements.

A 30-day public comment period will be required. The Local Plan will be made available in hard copy at the SCC One Stop Center, SCC Website, and the Arizona@Work Website. Public comments will be reviewed and considered by the SCC WDB. All public comments will be noted in the Local Plan.

Once the SCC WDB and CLEO approve the Local Plan it will be submitted to the State of Arizona.

B. Budget and Approval

Per WIOA 107 (d) (12) (A) and 20 CFR 679.370 (o) "The local board shall develop a budget for the activities of the local board in the local area, consistent with the local plan and the duties of the local board under this section, subject to the approval of the chief elected officials." Per Workforce Arizona Council Policy # 1, VI, 14, including Title I budget amounts allocated for youth, adult, and dislocated worker services are subject to 2 CFR 200.

C. Selection of Operators and Firewalls

Selection of Operators and Providers. - The SCC WDB shall designate or certify one-stop operator and service providers. Per 2 CFR 200 the SCC WDB is not recognized

as a legal entity in federal or State of Arizona. As a result, the SCC Board of Supervisors must approve all contracts and the selection of all service providers and shall adhere to Santa Cruz County Procurement Codes and policies and are subject to approval of the SCC CLEO.

In the selection of the operators and providers, including the One Stop Operator, where appropriate, the SCC Board of Supervisors will terminate such providers in accordance with 2 CFR part 200.

The SCC WDB and CLEO agree that the SCC fiscal entity will procure contracts or obtain written agreements, conduct financial monitoring of service providers, or otherwise perform these functions.

- (1) The SCC WDB is separate from the SCC Finance Department and thus a fire wall and no Conflict of Interest exists.
- (2) The SCC Title II Contract is with the Board of Supervisors and thus a fire wall and no Conflict of Interest exists.
- (3) The SCC One Stop Center Core Partners have agreed to provide a fair share of the One Stop Operator costs. Per WIOA Sec. 121 (d)(2) (A) the SCC WDB will issue a Request for Proposals for One Stop Operator. After review and evaluation of the RFP responses the SCC WDB and SCC CLEO, per WIOA Sec. 107 (d) (10) (A) will “designate or certify” the One Stop Operator.

With the commitment by the other WIOA Core Partners to provide financial support an RFP will be issued. Thus, a firewall and the Conflict of Interest will be avoided.

- (4) SCC WDB staff support has been provided only with Title I funds. SCC WDB will be evaluating and recommending staff assignments to the SCC WDB to create a firewall and avoid Conflict of Interest
- (5) Youth providers. - The SCC WDB shall identify eligible providers of training services and shall work with the State to ensure there are sufficient numbers and types of providers of career services and training service in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive employment for individuals with disabilities.

The SCC WDB shall recommend to the SCC CLEO the Youth Service potential providers. The SCC CEO must approve any Youth Service providers. Such selection shall adhere to Santa Cruz County Procurement Codes and policies.

D. SCC WDB Youth Committee and Activities

The SCC WDB Chair has authority to request for volunteers or appoint SCC WDB members to serve on the SCC WDB Youth Committee. Youth Committee members should have experience, knowledge and/or interest in youth training, education, and employment. Member terms are determined by membership terms on the SCC WDB.

The Youth Committee will:

- Provide input on model youth programs;
- Identify youth needs in Santa Cruz County;
- Coordinate with community organizations servicing out-of school youth and youth with disabilities;
- Act as a liaison with local schools to provide information on the youth services offered in Santa Cruz County; and
- Recommend to the SCC WDB youth services providers.

E. Program Oversight

The SCC WDB in partnership with the SCC CLEO shall conduct program and fiscal oversight for youth workforce activities, employment and training activities for dislocated workers, adults and the one-stop delivery system and to ensure appropriate management of the funds provided under WIOA. In addition, DOL and DES regularly monitor the fiscal and programs. The oversight will ensure the appropriate use and management of the funds to maximize performance outcomes under WIOA 116.

The SCC WDB will review all SCC One Stop Center Partners performance at their scheduled meetings. Reports from the Partners are expected to provide performance information, issues that have arisen or may arise and future activities.

SCC Business Services Team will report on business contacts made and projected, employment opportunities, business expansions, openings, or closures. In preparation and when requested industry, occupations, and employment data will be presented at the SCC WDB meetings.

The SCC WDB meeting Minutes, including all monitoring reports are provided to the SCC CLEO and Board of Supervisors at their meetings or Special Work Sessions.

F. Performance Accountability

After the US Department of Labor (DOL) negotiates the Arizona performance measures with the Arizona Department of Economic Security (DES), representing the Governor of Arizona and after the negotiation with DOL, the DES staff produces and disseminates the potential performance measures for all Local Areas.

Per WIOA 107 (d) (9) The SCC WDB, SCC CLEO (represented by the SCC WDB Manager and WIOA Program Director, respectively), and the Governor represented by DES shall negotiate and reach agreement on local performance measures.

When the SCC WDB and SCC CLEO receive the proposed performance measures from DES a review of previous years' performance is analyzed. Furthermore, the SCC WDB and SCC CLEO review and analyze the local labor market data including demand in industries and occupations. They secure information regarding the local business and job seekers requests for training, On the Job Training and educational opportunities.

Having gathered and analyzed the local data and information collected a table is prepared with performance measures that the SCC WDB and SCC CLEO agree are fair and achievable. The SCC WDB, SCC CLEO, and Governor (represented by DES) begin performance measure negotiations, make adjustments, and reach agreement on the SCC performance measures for the next two years.

G. SCC WDB Bylaws and Amendments

The SCC WDB in partnership with CLEO shall adopt Bylaws and policies which are consistent with WIOA and Rule 679.310 (g). Such Bylaws comply with the requirements of WIOA, Regulations and the State of Arizona Policies. Addressed in the Bylaws there will be articulated, but not limited to, the role of the WDB and CLEO, process for amending the Bylaws, WDB appointments, and Conflict of Interest.

Amendments to the SCC WDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must be presented to the members of the SCC WDB at a general meeting and approved by a vote of the SCC WDB at the following meeting. The amended Bylaws are then presented to the Board of Supervisors for final approval. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all SCC WDB members, and Santa Cruz County Board of Supervisors.

Either the-SCC CEO or SCC WDB may propose amendments to this agreement at any time. The entire agreement of the parties is contained herein, and this agreement supersedes any, and all prior oral agreements between the parties relating to the subject matter thereof.

H. Memorandum of Understanding

As required by WIOA Section 121 (c) the SCC WDB with the agreement of the SCC CLEO shall develop and enter into a memorandum of understanding between the SCC WDB and One-Stop Partners concerning the operation of the One-Stop Center System in Santa Cruz County.

SCC MOU may be amended when the State of Arizona or the SCC One Stop System Partners request an amendment. However, if the MOU only affects one Partner the affected Partner signature is the only one required.

I. Authorized Signatures

The SCC WDB is authorized to sign all documents requested and/or necessary to ensure the efficient effective delivery of services to job seekers and businesses in Santa Cruz County.

The SCC CLEO is authorized to sign all documents requested and/or necessary to ensure the efficient effective delivery of services to job seekers and businesses in Santa Cruz County.

J. CLEO and WDB Agreement Amendments

This Agreement between the SCC CLEO and the SCC WDB may be amended when the State of Arizona, SCC CLEO or SCC WDB requests a change. The SCC WDB shall begin the process of reviewing the requested changes and if approved will submit the changes to the CLEO for final approval.

Changes in SCC CLEO will be noted in the SCC Board of Supervisors Meeting Minutes and communicated to the SCC WDB by the staff. Changes in the SCC WDB Chair will be noted in the SCC WDB Meeting Minutes and copy will be provided to the SCC CLEO.

K. Communications with Elected Officials

The SCC WDB will communicate with the SCC CLEO via telephone, emails, memos, letters, celebrations, and presentations, as necessary. All SCC WDB Meeting Minutes are submitted to the SCC CLEO and Board of Supervisors Members.

The communications between the SCC WDB and SCC CLEO exceed the minimum once a year meeting required. The SCC WDB and SCC CLEO communication and/or meetings entail SCC WDB performance negotiations, performance outcomes, program

updates and initiatives, local plan approvals and modifications, discussions on the local economy, employer needs and industry and demand occupations.

Special meetings may be requested and held. On a regular basis the SCC CLEO is invited to participate at all Job Fairs and special meetings with employers.

In addition, the SCC WDB will communicate with the Santa Cruz County public via public meetings, presentation, letters, web page and other electronic means available.

L. Workforce Development Board Policies

- A. The SCC WDB in partnership with the CLEO will develop and adopt the necessary WDB Policies to carry out the requirements of the WIOA, Regulations, State of Arizona and SCC Policies, and requirements for compliance with state contract.
- B. While the WIOA and Regulations refer to the WDBs as able to directly hire staff, the Federal and State Statutes do not recognize the SCC WDB as a legal entity. As such it cannot receive federal or state funds, enter into contract or directly hire staff. However, the SCC CLEO recognizes the WIOA intent to provide staff to the Local WDB. In doing so the SCC CLEO authorizes the hiring of staff to assist the SCC WDB in carrying out its duties, roles, and responsibilities.

SCC WDB staff support has been provided only with Title I funds. SCC WDB will be evaluating and recommending staff assignments to the SCC WDB to create a firewall and avoid Conflict of Interest

M. SCC WDB Roles and Responsibilities

- A. The SCC WDB acknowledges it will ensure appropriate use and management of the SCC WIOA Funds for Youth, Adults and Dislocated Workers.

Since the SCC WDB cannot award grants and contracts, they are issued by Santa Cruz County. All Santa Cruz County procurement of services and goods will follow State of Arizona Statutes and Santa Cruz County Procurement policies. When a Request for Proposals is issued it is made public and distributed to potential bidders. The SCC WDB and Santa Cruz County Board of Supervisors selection process is open to the public via public notices and meetings opened to the public. SCC WDB follows the State of Arizona Open Meeting Laws.

- B. The SCC WDB acknowledges that it will ensure the appropriate use and management of the funds to maximize performance outcomes under WIOA 116.

- C. The SCC WDB selection of the SCC One-Stop operator and providers will follow State of Arizona Statutes and Santa Cruz County Procurement policies. When a Request for Proposals is issued it is made public and distributed to potential bidders. The SCC WDB and SCC CLEO selection are open to the public via public notices and meetings opened to the public. SCC WDB follows the State of Arizona Open Meeting Laws.

In accordance with 2 CFR 200 the SCC on behalf of the SCC WDB will terminate the service contracts.

- D. The SCC CLEO and SCC WDB agree that the Fiscal Agent will procure contracts or obtain written agreements, conduct financial monitoring of service providers, and ensure audits of service providers. The SCC WDB responsibilities, per WIOA, Section 107, 20CFR 679.370 include:

- E. The SCC WDB will carry out the following requirements, per 20 CFR 679.370:

- 1. Workforce Research and Regional Labor Market. In order to assist in the development and implementation of the local plan, the SCC WDB shall carry out analyses of the economic conditions of the region, the needed knowledge and skills of the region, the workforce of the region, and workforce development activities (including education and training).

The SCC WDB will analyze updates Santa Cruz County economic conditions, local needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers. The SCC WDB staff and/or subject experts will provide regular updates on economic conditions. We rely and use Office of Economic Opportunity data research and reports and other regional reports published by public and private entities.

SCC WDB will also assist the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region.

- 2. Convening, Brokering and Leveraging. The SCC WDB shall convene local workforce development system stakeholders to assist in the development of the SCC Plan, as prescribed in WIOA Sec. 679,550 and in identifying non-Federal expertise and resources to leverage support for workforce activities.

The Santa Cruz County stakeholders may assist the S C C WDB and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the SCC WDB. The SCC WDB has included all core partners (Title I, Title II, Title III and Title IV) in developing the SCC Local Plan and provide presentations on a regular basis.

In addition, the SCC WDB will be working with local partners and others to identify public and/or private funding sources to leverage the WIOA Title I programs.

3. Employer Engagement. The SCC WDB shall lead efforts to engage with diverse range of employers with optimum policy making and/or hiring authority and with entities in the region involved. The SCC WDB will promote business representation, develop effective linkages with employers to support employer utilization of SCC workforce system ensure the workforce investment activities meet the needs of employers and support economic growth in the region.

The SCC WDB will develop effective linkages with employers to encourage utilization of the SCC WIOA One Stop System. It will work with employers to identify their workforce needs, support economic growth in SCC, expand employment and career pathways in in-demand industries and in-demand occupations.

4. Career Pathways Development. - SCC WDB with representatives of secondary and postsecondary education programs, shall lead efforts to develop and implement career pathways by aligning employment, training, education, and supportive services.

To ensure career pathways development the SCC WDB will regularly evaluate the Arizona Eligible Training Providers List. (ETPL) It is important to evaluate the ETPL since SCC has a limited number of local training providers and relies on outside the County training providers for services and WIOA Title I Performance Accountability.

Since our WIOA customers receive training services from a variety of service providers it is important to track customer success and satisfaction. The SCC WDB will take appropriate actions in the cases where the training provider does not receive a favorable customer satisfaction rating.

5. Proven and Promising Practices. The SCC WDB shall lead efforts to identify and promote proven and promising strategies and initiatives for

meeting the needs of employers and jobseekers Identify and disseminate information on proven and promising practices. The SCC WDB will review and evaluate proven and promising strategies that have been implemented in Arizona or other local areas in the US.

The SCC WDB staff belong to the Arizona Workforce Association (AWA) which is made up of all the Local Areas in Arizona. The AWA offers a tremendous opportunity for sharing proven and promising strategies and initiatives for meeting the needs of employers and job seekers.

SCC WIOA staff also work with the Arizona Department of Education which has a network of service providers and they also share proven and promising strategies and initiatives for meeting the needs of employers and job seekers.

6. Technology; Program Oversight. The SCC WDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce system for employers, and workers and job seekers.

SCC WDB will work with the DES and other local areas to upgrade and improve the Arizona Job Connection (AJC) system. It will be involved with the AJC work group to ensure the system supports all workforce activities, training, and referrals in the One Stop Center.

Given the advances in internet communications the SCC WDB will be actively seeking ways to increase accessibility of the One Stop system in Santa Cruz County. While the Santa Cruz County community has issues with internet accessibility and equipment our goal is to have the Santa Cruz County businesses and job seekers have access to the internet anywhere in the county.

The SCC WIOA One Stop offers computer learning and will continue leverage resources by working with other community partners to increase the access to services. Services to individuals with barriers to employment may become eligible for additional in-depth training which will allow them to overcome the digital disadvantage and better prepare them for future work in higher-skilled work positions.

7. Negotiate with CEO and required partners on methods for funding the infrastructure costs of the SCC One Stop Center in accordance with WIOA Section 678.715.

The SCC WDB and SCC CLEO will work with all Santa Cruz County WIOA partners to ensure fair and equitable funding of infrastructure costs are secured. Staff has been negotiating with DES Title III and Title

IV and have reached agreement on the infrastructure costs in accordance with WIOA Sec. 678.715.

8. In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.

The SCC WDB has worked with local businesses that may be able to provide training services for all WIOA Title Programs. The effort has been made but the businesses did not meet the ETPL requirements. While there are no viable training programs in Santa Cruz County the WIOA staff use the State of Arizona Eligible Training Provider List (ETPL) which allows for the customer choice training needs of our job seekers. The employers in Santa Cruz County have been involved in advising the SCC WDB on the employer needs and have worked with training providers to ensure the training is appropriate and results in the job seeker getting hired.

9. Coordinate activities with education and training providers in SCC.

The SCC WDB works with all educational and training providers in Santa Cruz, Pima and Cochise Counties. The Santa Cruz County WIOA Programs are in a unique position since the County has been selected as the WIOA Title II service provider. The Title II staff is housed in the SCC One Stop Center and in a seamless manner coordinates services with Adult, Youth, Dislocated Workers, Employment Security and Vocational Rehabilitation Programs. Pima Community College offers eligible ETPL classes and training allowing SCC WIOA Programs participants have access to these services.

10. Accessibility for Individuals with Disabilities. The SCC WDB shall annually assess the physical and programmatic accessibility of all one stop centers in the local area.

The SCC WDB complies with WIOA sec. 188, as applicable, provisions of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 *et seq.*). The Santa Cruz County Equal Opportunity Officer and the State of Arizona Equal Opportunity Officer annually monitor the SCC One Stop Center to ensure compliance with ADA Regulations.

The SCC WDB receives the reports and ensures all public accommodations and accessibility requirements are met.

11. The SCC WDB, with agreement of the CEO shall designate or certify SCC One-Stop Centers in accordance with WIOA, 20 CFR Sec. 678.800, 2 CFR 200 and Workforce Arizona Policies.

The SCC WDB utilizes the State of Arizona *issued One Stop Certification Assessment Tool* to ensure the One Stop Center comply with ADA mandated standards and WAC Policies.

If any deficiencies are found the SCC WDB staff addresses them and corrects them. Reports are provided to the SCC WDB. Provisions for all public accommodation and accessibility are made available upon request.

END

Authorized Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2016.

Santa Cruz County Board of Supervisors, CLEO

Date

Santa Cruz County Workforce Investment Board, Chair

Date

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

To: Honorable Bruce Bracker
Chairman of the Board of Supervisors

From: Sheriff Tony Estrada 

Date: August 25, 2020

Re: Law Enforcement Safety Equipment funding in the amount of
\$25,000.00 awarded funding from the Arizona Attorney General's
Office to the Santa Cruz County Sheriff's Office

RECOMMENDATION:

Approve to accept funding provided by the Arizona Attorney General's Office for the purpose of purchasing Law Enforcement Safety Equipment Funding to the Santa Cruz County Sheriff's Office

BACKGROUND:

Purpose of accepting the \$25,000.00 funding for the purpose of acquiring equipment submission for riot gear consisting of helmets, face shields, riot shield, knee/elbow pads and riot batons.

Award letter and application reviewed and approved by County Attorney, George Silva.

FINANCIAL IMPLICATIONS:

None

Thank you for your time and consideration.

CC: Sheriff Tony Estrada

Captain Fuentes

File



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

June 30, 2020

Sheriff Tony Estrada
Santa Cruz County Sheriff's Office
2170 N. Congress Drive
Nogales, AZ 85621
testrada@santacruzcountyaz.gov

RE: Law Enforcement Safety Equipment Funding

Dear Sheriff Estrada,

I am proud to announce that your agency has been awarded funding from the Arizona Attorney General's Office (AGO) for purposes of purchasing law enforcement safety equipment in the amount of \$25,000.

As Attorney General, I am committed to partnering with law enforcement across Arizona to help ensure that you have the support and resources you need to do your job and keep your officers safe.

During the 2019 legislative session, the AGO worked with the legislature to re-appropriate consumer settlement funds from our office for the purpose of providing safety equipment funding for law enforcement agencies. Individual funding amounts are based upon the number of law enforcement personnel with AZPOST certification in your agency as of May 1, 2020.

Our goal is to award funding to every eligible law enforcement agency in Arizona that requests funding for qualified purchases. Examples of law enforcement safety equipment include, but are not limited to, personal protective equipment (PPE) related to COVID-19 exposure, as well as more traditional equipment and gear necessary to protect your officers.

The AGO is providing law enforcement agencies with the flexibility to determine what safety equipment might be most beneficial for you officers, however, funding requests outside of the scope of the purpose of the funding may be rejected.

Attached, you will find a Law Enforcement Equipment Grant Funding application. We are asking that you review the application and provide an itemized description (including the quantity and cost) for the safety equipment you intend to purchase with the AGO funding.

Following approval from the AGO, your agency will receive the funds to acquire the approved requested equipment.

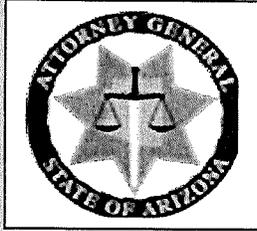
All applications must be received by July 24, 2020. Contact information is included in the attached application should you have any questions. More information is also available at <https://www.AZAG.gov/police-equipment-contracts>.

I thank you and I am grateful to your department and everything it does to help keep Arizona communities safe.

Respectfully,

A handwritten signature in black ink that reads "Mark Brnovich". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Mark Brnovich
Arizona Attorney General



**Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program**

**Notice of Funds Available
Tier 6 – 25-49 Certified Officers**

PURPOSE

The Office of Arizona Attorney General Mark Brnovich (AGO) has set aside approximately \$2.5 million in total funds of Arizona's portion of the Wells Fargo multistate settlement monies for purposes of funding requests by Arizona law enforcement agencies to procure police safety equipment that is not currently funded by other sources. The goal of the AGO is to award grants to every eligible law enforcement agency in Arizona that requests qualified funding for officer safety equipment. **Funding will be awarded in capped contract amounts to eligible agencies based on the current number of law enforcement personnel with AZPOST certification in each agency as of May 1, 2020.**

AVAILABLE FUNDS

Grant awards of up to \$25,000 are available for law enforcement agencies with an AZPOST certified office workforce of 25-49 certified officers. The grant funds will be distributed through an executed Intergovernmental Agreement (see Attachment I) between the agency and the AGO. The Awarded funds are available for a period of twelve (12) months upon notice of award and are subject to available funds. All funds must be expended by the end of the contract period. Agencies will be required to provide proof of purchase of approved equipment purchased with AGO funds.

Available funds have been divided into ten (10) award category funding tiers, based upon current agency AZPOST certification (as of 05/01/2020).

In the event eligible submission requests in a particular funding category exceed the capped amount of funds available for that funding tier, the overall money distributed to each qualified requestor in that tier will be adjusted proportionally.

ELIGIBLE LAW ENFORCEMENT AGENCIES

Applications can be submitted by law enforcement agencies identified by the AGO that include local governmental police departments, County Sheriff offices, and Tribal law enforcement offices. Statewide agencies and county attorney offices are not eligible for grant awards. Agencies that serve a primary function as game or wildlife management are not eligible for funding. Agencies affiliated with community colleges, state universities, or private universities are not eligible for funding. Agencies with an AZPOST certified force of less than two (2) officers are not eligible for funding.

ALLOWABLE SAFETY EQUIPMENT

Examples of police safety equipment include, but are not limited to: personal protective equipment (PPE), body armor, body cameras and video storage, improvements and repairs to existing law enforcement patrol vehicles, replacement side arms, radios, GPS, cuffs and restraints devices, holsters, recording devices, shields, batons, helmets, and / or electrical incapacitation devices. The AGO is providing each law enforcement agency with the flexibility to determine what safety equipment is most appropriate for each agency, however, the AGO reserves the right to reject any funding request that is determined to be outside of the scope or purposes of law



Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program

Notice of Funds Available
Tier 6 – 25-49 Certified Officers

enforcement safety equipment. Funds from the AGO may be used to fund portions of requested qualified equipment. Agencies are encouraged to request full funding made available by the AGO.

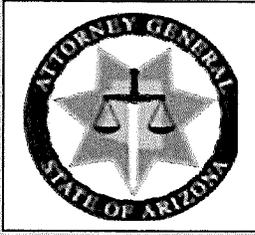
REQUIREMENTS

Applications should provide a clear response to each question below and include a Cost Sheet (see Attachment II) with a narrative that provides a clear and concise explanation of the methods used to determine the actual anticipated costs for each line item in the budget. The AGO will provide funding to law enforcement agencies that intend to purchase pre-approved safety equipment or that can provide proof of planned purchase orders of pre-approved safety equipment. Previously purchased safety equipment is not eligible for reimbursement.

The AGO reserves the right to reject any initial funding request in whole or in part for any reason. Approved safety equipment purchases cannot be altered or modified without express prior written authorization from the AGO.

The application must be signed by the head of the agency or an authorized agency representative. **Completed applications must be received or postmarked by July 24, 2020.** Please email EquipmentFunding@azag.gov or mail to:

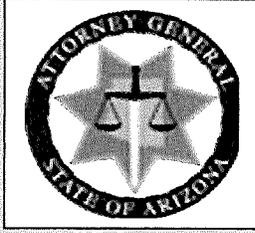
Office of the Attorney General - Procurement Section
2005 N. Central Avenue
Phoenix, AZ 85007
Attn: Cindy Palmer, Procurement Officer
Cindy.Palmer@azag.gov
(602) 542-8986



Office of Arizona Attorney General
Mark Brnovich Law Enforcement Equipment Funding
 Program

Notice of Funds Available

Law Enforcement Agency Name	Santa Cruz County Sheriff's Office		
Legal entity (government agency or body)	Santa Cruz County		
Mailing Address	2170 North Congress Drive	County	Santa Cruz County
City	Nogales	Zip Code	85621
Chief / Sheriff	Sheriff Tony Estrada	Phone	(520) 761-7869
Email	testrada@santacruzcountyz.gov	Secondary Email	
Grant Contact	Gerardo Castillo	Phone	(520) 761-7869
Email	gcastillo@santacruzcountyz.gov		
Total number of current law enforcement personnel with ACT certification (as of 05/01/20):	36	Total Funding Amount Requested:	\$24,406.22



Office of Arizona Attorney General
**Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available

Describe personnel who will use each type of equipment you propose to purchase.

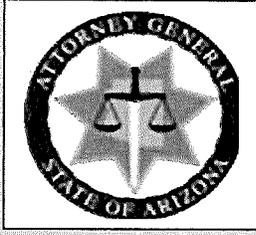
The personnel covered are the sworn personnel, both paid employees and reserve deputies. This will encompass, patrol, School Resource Officers, DARE.

What is the expected timeline to purchase each type of equipment?

Once the approval to proceed, the equipment being requested will be purchased and according to the vendor we should receive within a 60-90-day window. Once received, our instructors will provide the required training.

Please verify that the AGO monies will not supplant funds, i.e., they will not be used to take the place of any existing state or federal funding for the purchase of the equipment.

The equipment request will not supplant any federal, state funds or any other funds.



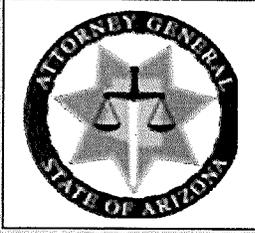
Office of Arizona Attorney General
**Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available

Please explain how each item of requested equipment will assist with or promote officer safety.

The Santa Cruz County Sheriff's Office has requested a complete riot gear for our sworn personnel. The 35 riot control kits will provide Santa Cruz County with the basic riot control equipment needs. The Sheriff's Office has two AZPOST defensive tactics instructors that will provide the required training to bring the department up to par.

The Santa Cruz County borders the Republic of Mexico and have been involved in many events involving our law enforcement partners. The Sheriff's Office recognizes the need to keep up with current police technology and to provide all the necessary equipment to have our Law Enforcement personnel respond to our community needs in a safe and well-equipped and trained manner. During these challenging times it is inevitable that our deputies have to be ready for any crowd control events.



Office of Arizona Attorney General
**Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available

Are there specific department-related funding requests that are outside the scope of this grant, but are needed by your agency and you would like to see addressed in the future? If so, please describe and explain the need.

No

Authorized Signature:

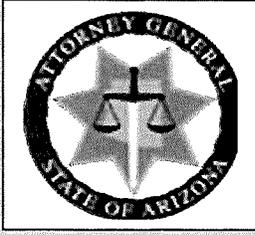
A handwritten signature in cursive script, appearing to read "Estrada".

Printed Name:

Tony Estrada

Title:
Sheriff

Date:
22 July 2020

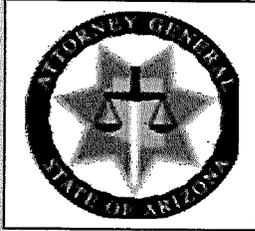


Office of Arizona Attorney General
Mark Brnovich Law Enforcement Equipment Funding
Program

Notice of Funds Available

Please list the description / type of equipment, quantity of each item, and dollar amount of items you intend to purchase with the AGO funds. Explain why the equipment is needed.

Description of equipment / type of equipment	Quantity	Total cost
Point black MICH-Mid helmet with pads and low-profile harness	35	11,544.40
Paulson DK6-H.150 Riot Face Shield	35	3,115.00
United Shield 24x48" Riot shield	35	5,390.00
Hatch XTAK knee pads, black	35	685.30
Hatch XTAK elbow pads, black	35	548.45
AETCO 36" wood Riot baton	35	979.65
Bianchi nylon baton holder	35	314.65
	Subtotal	22,577.45
	Tax	1,828.77
	Sub Total	24,406.22
	Shipping- Handling	0.00
	Total	\$24,406.22
State Contract No. ADOC18-192870 (quote attached)		



Office of Arizona Attorney General
**Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available



**ARIZONA DEPARTMENT OF ADMINISTRATION PROCUREMENT OFFICE
STATUTORY TERMS AND CONDITIONS**

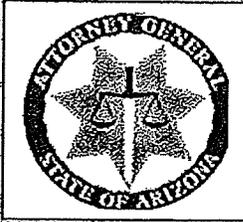
1. **Applicable Law** – In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
2. **Non-Availability of Funds** – In accordance with ARS § 35-154, every payment obligation of the State under the Contract 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 Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State 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.
3. **Audit** – In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
4. **Conflict of Interest** – In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
5. **Non-Discrimination** – In accordance with ARS § 41-1461, et seq, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
6. **E-Verify** – In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
7. **Arbitration** – In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

ACKNOWLEDGED BY:

Sheriff Tony Estrada

and

Captain Ruben F. Fuentes



Office of Arizona Attorney General
Mark Brnovich
Law Enforcement Equipment Funding Program

Notice of Funds Available

STATUTORY TERMS AND CONDITIONS

1. **Applicable Law** – In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
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7. **Arbitration** – In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

Authorized Signature: _____

Printed Name: _____

Tony Estrada

Title: _____

Sheriff

Date: _____

July 29, 2020

FX TACTICAL

QUOTE

8948 W. CACTUS RD, PEORIA, AZ 85381

PHONE: 623-877-1257

jgregory@fx-tactical.com

Date: 07-21-2020

TO:
 LT. CASTILLO
 SANTA CRUZ COUNTY SO

gcastillo@santacruzcountyz.gov

TERMS		EST DELIVERY	CONTRACT	SHIP VIA	SALESPERSON
NET 30		60 DAYS	ADOC18-192870	UPS	JEFF GREGORY
ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
HLMCD0000	35.00	POINT BLANK MICH-MID HELMET WITH PADS AND LOW PROFILE HARNESS	EA	\$329.84	11,544.40
DK6-H.150	35.00	PAULSON DK6-H.150 RIOT FACE SHIELD	EA	\$89.00	3,115.00
BS-3	35.00	UNITED SHIELD 24X48" RIOT SHIELD	EA	\$154.00	5,390.00
XTAK100	35.00	HATCH XTAK KNEE PADS, BLACK	EA	\$19.58	685.30
XTAK150	35.00	HATCH XTAK ELBOW PADS, BLACK	EA	\$15.67	548.45
113436	35.00	AETCO 36" WOOD RIOT BATON	EA	\$27.99	979.65
BIA-14414	35.00	BIANCHI NYLON PR-24 BATON HOLDER	EA	\$8.99	314.65
				Subtotal	22,577.45
				Tax	1,828.77
				Sub Total	24,406.22
				Ship-Handling	\$0.00
				Total	\$24,406.22

Tax rate: 8.1 %

Interoffice Memorandum

To: Board of Supervisors

From: Jeff Terrell, Health Services Director

SUBJECT: REQUEST APPROVAL OF Intergovernmental Agreement Contract NO. IGA2021-053 COVID-19 Complaint Referrals

DATE: SEPTEMBER 1, 2020

Recommendation:

Staff recommends that the Board approve the Intergovernmental Agreement Contract NO. IGA2021-053, COVID-19 Complaint Referrals with the Arizona Department of Health Services.

Background:

The Santa Cruz County Health Department has agreed to conduct certain functions under IGA2021-053. The functions will include education, complaint investigations and routine inspection of businesses to ensure compliance with executive orders requiring permitted establishments to adopt, adhere to, and comply with measures to help mitigate the spread of COVID-19. Complaint driven inspections will be educational in intent. This IGA will fund a portion of the employee's salaries that will be providing these services to our businesses.

Financial Implications:

Funding is provided by a grant from ADHS under the IGA2021-053 in the amount of \$25,000.

Proposed Motion:

Move to approve the Intergovernmental agreement contract no. IGA2021-053 COVID-19 Complaint Referrals.

Project Title: COVID-19 Complaint Referrals

Begin Date: Upon Signature

Geographic Service Area: Santa Cruz County Health Department

Termination Date: August 31, 2021

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

Counties: **A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Santa Cruz County Health Department 2150 North Congress Nogales, Arizona 85621	FOR CLARIFICATION, CONTACT: Name: Jeff Terrell, Director Phone: (520) 375-7900 FAX No: _____ E-mail: jterrell@santacruzcountyaz.gov														
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. IGA2021-053 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.														
<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Signature of Person Authorized to Sign</td> <td style="width: 20%;">Date</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Signature of Person Authorized to Sign	Date	_____	_____	State of Arizona Signed this _____ day of _____, 20____ Procurement Officer										
Signature of Person Authorized to Sign	Date														
_____	_____														
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	Contract No.: IGA2021-053 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:														
<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Signature of Person Authorized to Sign</td> <td style="width: 20%;">Date</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td colspan="2">Print Name and Title</td> </tr> <tr> <td colspan="2">_____</td> </tr> </table>	Signature of Person Authorized to Sign	Date	_____	_____	Print Name and Title		_____		<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Signature</td> <td style="width: 20%;">Date</td> </tr> <tr> <td colspan="2">Assistant Attorney General:</td> </tr> <tr> <td colspan="2">_____</td> </tr> </table>	Signature	Date	Assistant Attorney General:		_____	
Signature of Person Authorized to Sign	Date														
_____	_____														
Print Name and Title															

Signature	Date														
Assistant Attorney General:															

1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment's, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. CONTRACT TYPE:

This Contract shall be:

FIXED PRICE

3. CONTRACT INTERPRETATION:

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. CONTRACT ADMINISTRATION AND OPERATION:

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
 - 4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2. *Title and Rights to Materials*. As used in this section, the term “Materials” means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by

the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. COSTS AND PAYMENTS:

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable.
- 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
- 5.4.1. *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and

regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. **CONTRACT CHANGES:**

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **RISK AND LIABILITY:**

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence,

misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

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

8. DESCRIPTION OF MATERIALS: The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

- 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. STATE'S CONTRACTUAL REMEDIES:

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 9.2.2. *Cancellation or Expiration*. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance

or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. CONTRACT TERMINATION:

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
 - 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
 - 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
 - 10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire

and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. ARBITRATION:

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. COMMUNICATION:

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. CLIENT GRIEVANCES:

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. SOVEREIGN IMMUNITY:

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:

15.1. Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2. Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. ADMINISTRATIVE CHANGES:

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT:

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

18.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

18.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

19. COMMENTS WELCOME:

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 260, Phoenix, Arizona 85007.

20. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

21. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT <HTTPS://WWW.FSRS.GOV/> :

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

22. TECHNOLOGY REPLACEMENT:

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms.

23. AUTHORIZATION FOR PROVISION OF SERVICES:

Authorization for purchase of services under this agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the agreement number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) The Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) An additional Purchase Order is issued for purchase of services under this agreement.

24. PUBLIC HEALTH EMERGENCIES:

24.1. In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:

24.1.1. Approval from ADHS shall be requested prior to reassignment of staff.

24.1.2. Reassignment must be voluntary;

24.1.3. Locations for reassignment must be covered under the public health emergency; and

24.1.4. Any reassignment of staff shall be considered approved until further notice from the ADHS or until the Governor declares an end to the public health emergency.

24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

1. BACKGROUND:

- 1.1. Coronaviruses are a family of viruses that can cause illnesses such as fever, cough, fatigue, shortness of breath, loss of smell, loss of taste, and severe acute respiratory syndrome. In 2019, a new coronavirus was identified as the cause of a disease outbreak that originated in China. The virus is now known as the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The disease it causes is called coronavirus disease 2019 (COVID-19). In March 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a pandemic. On January 31, 2020 the United States Department of Health and Human Services, declared a public health emergency to address the 2019 novel coronavirus. This pandemic led to Arizona Governor Doug Ducey in March of 2020 to start the process of issuing declarations of public health emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19. This led to additional actions to contain the spread of COVID-19, including the signing of Executive Order 2020-47 that required the pausing of business operations for certain businesses such as gyms, bars, indoor movie theaters, water parks, and restaurants with indoor seating to operate at less than fifty percent (50%) capacity.

2. OBJECTIVES:

- 2.1. In collaboration with the Arizona Department of Health Services (ADHS) and State of Arizona County Health Departments (CHDs) are to address complaints received of identified permitted establishments noted in Executive Orders that are failing to adopt, adhere to, and comply with measures to help mitigate the spread of COVID-19.
- 2.2. CHDs will plan and implement strategies to help protect Arizonans from the spread of COVID-19 as documented in the background section. These strategies will include educational visits to permitted establishments when complaints are received surrounding business that are failing to adhere to mitigation strategies as recommended by the CDC and ADHS, which include, but are not limited to; wearing cloth face coverings; practicing physical distancing; operating at appropriate capacity limits; and cleaning and disinfecting frequently touched objects and surfaces.
- 2.3. The CHD compliant driven inspections will be educational in intent. Providing guidance and recommendations to businesses and establishments to help implement appropriate measures to help mitigate the spread of COVID-19. Recommendations will align with guidance provided by the CDC and ADHS and will include the following: physical distancing by avoiding close contact (within six (6) feet) with others; cleaning and disinfecting frequently touched objects and surfaces; wearing cloth face coverings; and adhering to all required capacity limits.

3. SCOPE OF SERVICE:

Pilot projects will function on an annual budget period. The geographic scope of the intervention is county scale. Price sheet funding allocations were based on population size. The total length of the project period is no more than one (1) budget year. The first-year budget will be a condensed year starting upon signature of the Contract through August 31, 2021 (Year 1). Continuation of the project after Year 1 is dependent on funding availability. A revised scope of work based on funding availability will be agreed upon with the CHD before the start of each budget year on an annual basis prior to the start of the next budget year.

The CHD shall:

- 3.1. Educate public places such as gyms, bars, indoor movie theaters, water parks and restaurants with indoor seating, and citizens within their jurisdiction with respect to all standing Arizona Governor's Executive Orders <https://azgovernor.gov/executive-orders> that must comply with measures to help mitigate the spread of COVID-19;
- 3.2. Determine compliance with all standing Arizona Governor's Executive Orders through complaint inspections and investigations of applicable businesses failing to adopt, adhere to, and comply with measures to help mitigate the spread of COVID-19; and
- 3.3. Designate staff and transportation resources to participate in educational visits as well as administer procurement aspects of the contract.

ADHS shall:

- 3.4. Provide technical assistance to CHDs with updated or targeted educational information when requested to help mitigate the spread of COVID-19; and
- 3.5. Provide a liaison for routine and frequent communication for administration of the contract between the CHD and state health department.

4. TASKS:

4.1. Year One (1) (Upon Signature – August 31, 2021)

4.1.1 ADHS and the CHD shall:

- 4.1.1.1 ADHS will develop an inspection report which is to be completed by the CHDs and business establishment at the time of visit. Copies of the inspection report will be provided to ADHS.

4.1.2 ADHS Responsibilities:

- 4.1.2.1 ADHS will regularly keep up with communications with the CHD staff in order to direct priorities either on monthly CHD Health Officer Calls and or during meetings with CHDs Environmental Health Directors on a monthly basis; and
- 4.1.2.2 ADHS will develop communication mechanism for receiving and maintaining inspection reports per state retention rule regulations within the first three (3) months.

4.1.3 CHD Responsibilities (Upon Signature – August 31, 2021)

4.1.3.1 Develop an Implementation and Monitoring Strategy (IMS)

4.1.3.1.1 A complete IMS should include:

- 4.1.3.1.1.1 Identifying roles and responsibilities, including if the inspections will be performed by their epidemiology staff persons or environmental health;
- 4.1.3.1.1.2 Monthly provide ADHS Office of Environmental Health copies of all completed complaint inspections on the approved inspection report; and
- 4.1.3.1.1.3 Monthly provide summary document regarding the number of complaints received and the category of complaint, the number of inspections completed.

4.1.3.2 Complete Inspections

- 4.1.3.2.1 The CHD shall provide staff to conduct in person inspections and report educational visits completions back to ADHS;
- 4.1.3.2.2 Provide logistical support to answer complaints such as by phone, email, or in person; and
- 4.1.3.2.3 The CHD shall provide their own transportation to/from inspections and follow State of Arizona Travel Policy Guidelines. Travel documentation shall be kept in accordance with State of Arizona Travel Policy Guidelines <https://gao.az.gov/travel/welcome-gao-travel> for mileage and per diem.

- 4.1.4 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the CHD shall submit a complete and accurate Contractor's Expenditure Report (CER) for payment from the State within thirty (30) days, as provided in the Accounting and Auditing

Procedures Manual for the ADHS.

4.1.5 Administrative

4.1.5.1 CHD will be supported by technical assistance from the ADHS Office of Environmental Health subject matter experts. Technical assistance can be provided for guidance on communication, evaluation, and implementation and intervention surrounding the complaint inspections; and

4.1.5.2 Indirect rates are recoupable based on state allowed rate in this Contract.

5. DELIVERABLES:

5.1. Prepare and submit completed Implementation and rendering of complaint inspection reports.

6. PAYMENTS:

6.1. Invoices shall be emailed to: invoices@azdhs.gov. All deliverables must be met before ADHS will process payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days.

7. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

7.1. Notices, correspondence, reports, supporting documentation, and CERs from the CHD to ADHS shall be sent to:

Arizona Department of Health Services
Office of Environmental Health
Office Chief
150 North 18th Avenue, Suite 140
Phoenix, Arizona 85007
Phone: (602) 542-8817
Email: enviromentalhealth@azdhs.gov

7.2. Notices, Correspondence, Reports and Payments from ADHS to the CHD shall be sent to:

Santa Cruz County Health Department
Jeff Terrell, Director
2150 North Congress
Nogales, Arizona 85621
Phone: (520) 375-7900
Email: jterrell@santacruzcountyaz.gov

DESCRIPTION	QTY.	UOM	UNIT PRICE
Completed Implementation and rendering of complaint inspections	1	Annual	\$25,000.00



ARIZONA DEPARTMENT
OF HEALTH SERVICES

COVID-19 Complaint Referrals

For complaints related to enforcement of masks (if locally mandated) or physical distancing contact Local Law Enforcement. Complaints related to enforcement of physical distancing can also be reported to your [Local Health Department](#).

GYMS
Local Law Enforcement Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)
County Board of Health, Local Health Department, County Environmental Department or Public Health Service District, varies by locality EO 2020-43 and A.R.S. §§ 36-602 , 36-603 <i>If serving food, EO 2020-47, A.R.S. § 36-183.06 and delegation agreements</i>
Arizona Department of Health Services A.R.S. §§ 36-787 and 36-601
Department of Liquor Licenses and Control <i>If serving alcohol, EO 2020-43</i>

BARS
Local Law Enforcement Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)
County Board of Health, Local Health Department, County Environmental Department or Public Health Service District, varies by locality EO 2020-43 and A.R.S. §§ 36-602 , 36-603 <i>If serving food, EO 2020-47, A.R.S. § 36-183.06 and delegation agreements</i>
Department of Liquor Licenses and Control EO 2020-43
Arizona Department of Health Services A.R.S. §§ 36-787 and 36-601

RESTAURANTS
Local Law Enforcement Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)
County Board of Health, Local Health Department, County Environmental Department or Public Health Service District, varies by locality A.R.S. §§ 36-602 , 36-603 , EO 2020-47 , A.R.S. § 36-183.06 , 36-602 , 36-603 and delegation agreements
Department of Liquor Licenses and Control <i>If serving alcohol, EO 2020-43</i>
Arizona Department of Health Services, Food Safety Program A.R.S. §§ 36-787 and 36-601

INDOOR MOVIE THEATERS
Local Law Enforcement Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)
County Board of Health, Local Health Department, County Environmental Department or Public Health Service District, varies by locality EO 2020-43 and A.R.S. §§ 36-602 , 36-603 <i>If serving food, EO 2020-47, A.R.S. § 36-183.06 and delegation agreements</i>
<u>Department of Liquor Licenses and Control</u> <i>If serving alcohol, EO 2020-43</i>
Arizona Department of Health Services A.R.S. §§ 36-787 and 36-601

WATER PARKS/TUBING
Local Law Enforcement Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)
County Board of Health, Local Health Department, County Environmental Department or Public Health Service District, varies by locality EO 2020-43 and A.R.S. §§ 36-602 , 36-603 <i>If serving food, EO 2020-47, A.R.S. § 36-183.06 and delegation agreements</i>
<u>Department of Liquor Licenses and Control</u> <i>If serving alcohol, EO 2020-43</i>
Arizona Department of Health Services A.R.S. §§ 36-787 and 36-601

BOYCOTT OF ISRAEL DISCLOSURE

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

COMPANY NAME

SIGNATURE OF PERSON AUTHORIZED TO SIGN

ADDRESS

PRINTED NAME

CITY STATE ZIP

TITLE

Interoffice Memorandum

To: Board of Supervisors

From: Jeff Terrell, Health Services Director

SUBJECT: REQUEST APPROVAL OF AMENDMENT TO Intergovernmental Agreement ADHS18-177689 with Arizona Department of Health Services for Immunization Services

DATE: SEPTEMBER 1, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Staff recommends that the Board approve the Amendment to Intergovernmental Agreement Contract ADHS18-177689, Immunization Services with the Arizona Department of Health Services.

Background:

The Santa Cruz County Health Department administers the contract from ADHS for immunization services. The immunization services are provided by Mariposa Community Health Centers for which we reimburse them in the amount of the ADHS contract. The immunization services help provide protection from diseases and are critical to the community and the citizens of Santa Cruz County.

Financial Implications:

No change in funding.

Proposed Motion:

Move to approve the Amendment to the Intergovernmental Agreement Contract No. ADHS18-177689, with the Arizona Department of Health Services for Immunization Services.

PRICE SHEET				
Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	
Supplemental flu vaccination activities	As needed by June 30, 2021	NA	NA	Not to exceed allocation of \$175,000

Interoffice Memorandum

To: Board of Supervisors

From: Jeff Terrell, Health Services Director

SUBJECT: REQUEST APPROVAL OF Amendment to Subcontract Agreement with Santa Cruz County and Mariposa Community Health Center Inc., for Arizona Department of Health Services for Immunization Program Contract #ADHS18-177689

DATE: SEPTEMBER 1, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Staff recommends the Board approval of the Amendment to Subcontract between Santa Cruz County and the Mariposa Community Health Center, Inc. for Arizona Department of Health Services for Immunization Program Contract #ADHS18-177689

Background:

The Santa Cruz County Health Department administers the contract from ADHS for immunization services. The immunization services are provided by Mariposa Community Health Centers for which we reimburse them in the amount of the ADHS contract. The immunization services help provide protection from diseases and are critical to the community and the citizens of Santa Cruz County.

Financial Implications:

No change in funding.

Proposed Motion:

Move to approve the Amendment to the Subcontract between Santa Cruz County and the Mariposa Community Health Center Inc., for the Arizona Department of Health Services for Immunization Program Contract #ADHS18-177689.

**AMENDMENT TO
SUBCONTRACT AGREEMENT
IMMUNIZATION PROGRAM CONTRACT ADHS18-177689**

This subcontract agreement made this _____ day of _____, 2020 between Santa Cruz County, Arizona, a political subdivision of the State of Arizona, referred to as County, and Mariposa Community Health Center, Inc., 1852 North Mastick Way, Nogales, Arizona, referred to as Subcontractor.

RECITALS

WHEREAS, County has entered into an agreement with Subcontractor for the provision of professional health services, related to Immunization Program as provided in the Arizona Department of Health Services Contract No. ADHS18-177689; and

WHEREAS, County has since entered into Amendment No. 2(See Attached Exhibit A) to contract ADHS18-177689; with the Arizona Department of Health Services; and

WHEREAS, Subcontractor wishes to continue to provide services for contract No. ADHS18-177689, pursuant to Amendment No. 2.(See Attached Exhibit A).

NOW, THEREFORE, both parties mutually agree in consideration of promises and covenants stated herein as follows;

Section 1. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporate those recitals into this Agreement by reference.

Section 2. That Contract No. ADHS18-177689 is hereby amended pursuant to Amendment No. 2 which attached hereto as Exhibit A and incorporated herein as if fully set forth.

Section 3. All other provisions of Contract No. ADHS18-177689 shall remain unchanged.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

SANTA CRUZ COUNTY, Arizona, a body politic and corporate.

09/01/2020
Signature Date
Bruce Bracker, Chairman
Santa Cruz County Board of Supervisors

Signature Date
Ed Sicurello, Chief Executive Director, Inc
Mariposa Community Health Center

ATTEST:

Tara R. Hampton, Clerk
Santa Cruz County Board of Supervisors

Date: 09/01/2020

APPROVED AS TO FORM:

Kim Hunley
Deputy County Attorney

Date: 09/01/2020



RESOLUTION NO. 2020-12

RESOLUTION OF THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY, ARIZONA, STATING ITS INTENTION TO INCUR LONG-TERM OBLIGATIONS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD AMENDMENT TO FIRST PURCHASE AGREEMENT, A FOURTH PURCHASE AGREEMENT, A FOURTH TRUST AGREEMENT, AND OTHER NECESSARY AGREEMENTS AND INSTRUMENTS AND DOCUMENTS; APPROVING THE SALE AND EXECUTION AND DELIVERY OF NOT TO EXCEED \$5,250,000 AGGREGATE PRINCIPAL AMOUNT OF PLEDGED REVENUE REFUNDING OBLIGATIONS EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN THE FOURTH PURCHASE AGREEMENT; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE OBLIGATIONS; DELEGATING AUTHORITY TO THE COUNTY MANAGER AND ADMINISTRATIVE SERVICES DIRECTOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Board of Supervisors (the “Board”) of Santa Cruz County, Arizona, a political subdivision under the laws of the State of Arizona (the “County”) has determined it will be beneficial to the citizens of the County to refund some or all of its previously issued Pledged Revenue Obligation, Series 2012 (the “2012 Obligation”), evidencing the undivided proportionate interests of the owners thereof in payments to be made by the County pursuant to a First Purchase Agreement, dated as of January 1, 2012 (the “First Purchase Agreement”), between the County and U.S. Bank National Association (the “Trustee”), by entering into a long-term obligation that is not secured by the full faith and credit of the County in the form of a Fourth Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligations (the “Purchase Agreement”), with a bank authorized to exercise trust powers in the State of Arizona, appointed as provided hereby, as trustee (the “Trustee”), in its separate capacity as “Seller”; and

WHEREAS, in connection therewith, the County directed the 2012 Trustee to execute and deliver the 2012 Obligation, in the aggregate principal amount of \$9,300,000, which 2012 Obligation was purchased by Bank of America Public Capital Corp. (the “Bank”); and

WHEREAS, Section 4 of the First Purchase Agreement provides in relevant part, that “No obligations may be incurred senior to, or, except for the Second Purchase Agreement, on a parity with, the lien on Excise Tax Revenues or State Shared Revenues securing the Payments hereunder”; and

WHEREAS, the Bank has consented to an amendment to the First Purchase Agreement to allow a pledge of the revenues from the Excise Taxes and State Shared Revenues to the Purchase Agreement on a parity with the pledge pursuant to the First Purchase Agreement, as amended; and

WHEREAS, for such purpose, the County and the 2012 Trustee are entering into the Third Amendment to First Purchase Agreement, to be dated the date of the Purchase Agreement (the “Amendment”); and

WHEREAS, in connection with the Purchase Agreement, the Board hereby deems it necessary and desirable to provide for the sale and execution and delivery of pledged revenue refunding obligations, provided for by this Resolution (collectively, the “Obligations”), representing proportionate interests of the owners thereof in payments to be made by the County to the Trustee pursuant to a Fourth Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligations established as provided herein (the “Trust Agreement”), between the Trustee and the County, such payments to be made pursuant to the Purchase Agreement; and

WHEREAS, the Obligations will be secured by amounts received under the Purchase Agreement pursuant to which the County will pledge (i) revenues from the general excise taxes of the County authorized by A.R.S. § 42-6103 which the County imposes, limited as described in the Purchase Agreement (the “County-Imposed Excise Tax Revenues”) and (ii) revenues from excise taxes and transaction privilege (sales) taxes imposed by the State of Arizona (the “State”) or any agency thereof and returned, allocated or apportioned to the County, except the County’s share of any such taxes which by State law, rule or regulation must be expended for other purposes (together with the County-Imposed Excise Tax Revenues, the “Tax Revenues”); and

WHEREAS, the expenditure of the Tax Revenues for refunding the 2012 Obligation results in support and enhancement of county-wide services by the County; and

WHEREAS, the Board will sell the Obligations directly to a bank or financial institution as purchaser of the Obligations (the “Purchaser”) through a private placement; and

WHEREAS, there have been presented to the Board at the meeting at which this Resolution is being adopted (1) the proposed form of the Amendment; (2) the proposed form of the Purchase Agreement; and (3) the proposed form of the Trust Agreement; and

WHEREAS, by this resolution, the Board of Supervisors shall approve the entering into of an obligation purchase contract with the Purchaser in a form approved by the County Manager, and, if the Obligations are sold to a Purchaser and it is determined to be necessary by the County Manager, a placement agent agreement with a placement agent selected by the County Manager (the “Placement Agent”). Such obligation purchase contract and placement agent agreement, if and as applicable, are to be completed with the final terms of the Obligations and entered into between the County and the Purchaser, and the County and the Placement Agent, if and as applicable, when the final terms of the sale have been determined (as so completed, such obligation purchase contract is hereby referred to as the “Purchase Contract” and such placement agent agreement is hereby referred to as the “Placement Agreement”); and

WHEREAS, refunding the 2012 Obligation pursuant to the Purchase Agreement is in furtherance of the purposes of the County and in the public interest; and

WHEREAS, because the County has a current population of less than five hundred thousand (500,000) persons, prior to incurring such long-term obligation, the Board must hold a hearing as required by Arizona Revised Statutes (“A.R.S.”) § 11-391; and

WHEREAS, a hearing on the Purchase Agreement was held at or about 10:00 a.m., Arizona Time, on August 11, 2020, at the chambers of the Board located at 2150 N. Congress Drive, Nogales, Arizona 85621, after notice thereof pursuant to applicable law; and

WHEREAS, pursuant to A.R.S. § 11-391, at least fifteen days after such hearing, the Board must hold the public meeting at which this Resolution was considered to adopt findings and, following the public comments received at and after such hearing, by roll call vote, adopt and enter this Resolution to incur the Purchase Agreement to refund the 2012 Obligation, stating the public need for refunding the 2012 Obligation and the estimated cost and the amount of the Purchase Agreement.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY, ARIZONA, as follows:

Section 1. (a) The Board intends that the County incur the Purchase Agreement to refund the 2012 Obligation, the public need for which is to achieve debt service savings by refunding the 2012 Obligation with the proceeds of the sale of the Obligations, together with any available money of the County, including monies currently on deposit in the Trust Fund under the Escrow Trust Agreement, dated

February 1, 2016, by and between the County and U.S. Bank National Association, as escrow trustee, on the most economic financial terms available. The Purchase Agreement is estimated to be in the principal amount of not to exceed \$5,250,000 and, with total estimated interest of \$550,000, to have a total financing cost of \$5,800,000.

(b) The County Manager and Administrative Services Director of the County are each hereby authorized to determine on behalf of the County the identity of the Trustee; the series name and designation of the Obligations; the date the Obligations are to be sold to the Purchaser; the total aggregate principal amount of the Obligations which are to be executed and delivered but not to exceed in total the aggregate principal amount of \$5,250,000; the date the Obligations are to be dated; the dates on which interest on the Obligations is to be payable and the interest rates per annum the Obligations are to bear; the dates the Obligations are to be payable but not later than ten (10) years from the date of the execution and delivery of the Obligations, the principal amounts to be payable on such dates and the provisions for prepayment thereof in advance of such dates; the dates of prepayment of amounts due pursuant to the First Purchase Agreement; provided, however, that the foregoing determinations shall not result in the yield on the Obligations, as calculated in accordance with Section 148 of the Internal Revenue Code of 1986, as amended, exceeding seven percent (7%).

(c) The County Manager and Administrative Services Director of the County are each hereby authorized to determine on behalf of the County whether the purchase of an insurance policy securing payment of the Obligations or a surety bond or other reserve fund guaranty would be advantageous to the County or the terms of the refunding represented by the Obligations. Any officer, agent or employee of the County is hereby authorized to negotiated with and secure, with proceeds of the Obligations or otherwise, such an insurance policy or a reserve fund guaranty, or both, from one or more institutions, the claims-paying ability of which are then assigned one of the two highest rating categories by a nationally recognized credit rating agency. The County Manager and Administrative Services Director of the County are each hereby further authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such insurance policy and/or reserve fund guaranty, including those making provision for the repayment of amounts advanced by the institutions issuing such insurance policy and/or reserve fund guaranty.

(d) The forms and other terms of the Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement and are hereby approved.

Section 2. The Obligations are to be sold to the Purchaser pursuant to the terms of the Purchase Contract as such terms are to be determined as provided herein.

Section 3. The form, terms and provisions of the Amendment, the Purchase Agreement and the Trust Agreement, in substantially the forms of such documents (including the Obligations and other exhibits thereto) presented at the meeting of the Board at which this Resolution is being adopted are hereby approved, with such final provisions, insertions, deletions and changes as determined as provided herein and shall be approved by the Chairman of the Board, any other member of the Board, and, in the case of the Purchase Contract, the County Manager or Administrative Services Director of the County, the execution of each such document being conclusive evidence of such approval, and the Chairman of the Board or any other member of the Board and, in the case of the Purchase Contract, the County Manager or Administrative Services Director of the County, or the Clerk, where applicable are hereby authorized and directed, for and on behalf of the County to execute and deliver and attest or approve the Amendment, the Purchase Agreement, the Trust Agreement and the Purchase Contract and to take all action to carry out and comply with the terms of such documents, including but not limited to the execution of a Placement Agreement, if applicable.

The County anticipates receiving proposals from the Purchaser for the purchase of the Obligations. When the final terms of the Obligations are known, the Purchase Contract shall be finalized. The Chairman of the Board, any other member of the Board, and the County Manager or Administrative Services Director of the County, shall complete and execute and deliver the Purchase Contract and take all action to carry out and comply with the terms of such document.

Section 4. The Trustee (including in its capacity as Seller) is hereby requested to take any and all action necessary in connection with the execution and delivery of the Amendment, the Purchase Agreement, the Trust Agreement and the Purchase Contract and the sale and execution and delivery of the Obligations and is further authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 5. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on the Tax Revenues and the restriction on the issuance of further parity obligations secured by the Tax Revenues are hereby approved and confirmed.

Section 6. The County Manager, Administrative Services Director and other officers of the County, on behalf of the County, are each hereby authorized and directed, without further order of the Board, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the County, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated hereby, and as may be necessary to carry out the terms and intent of this Resolution.

Section 7. All actions of the officers and agents of the County which conform to the purposes and intent of this Resolution and which further the sale and execution and delivery of the Obligations as contemplated by the Resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved.

Section 8. The recitals hereto are incorporated herein by this reference. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 9. After any of the Obligations are delivered by the Trustee to the Purchaser and upon receipt of the payment therefor, this Resolution shall be and remain irrevocable until the Obligations and interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

Section 10. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, particularly to refund the 2012 Obligation on the most attractive terms available to the County, and an emergency is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage by the Board and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona.

[Remainder of page left blank intentionally]

PASSED, ADOPTED AND APPROVED by unanimous vote of the Santa Cruz County, Arizona, Board of Supervisors this 1st day of September, 2020.

BOARD OF SUPERVISORS OF SANTA CRUZ
COUNTY, ARIZONA

By: _____
Chairman

By: _____
Vice-Chairman

By: _____
Member

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

SQUIRE PATTON BOGGS (US) LLP,
as Bond Counsel

By: _____
Pedro Miranda

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2020-__ was duly passed and adopted by the Board of Supervisors of Santa Cruz County, Arizona, at a regular meeting held on the 1st day of September, 2020, and the vote was ___ ayes and ___ nays.

Clerk, Board of Supervisors, Santa Cruz
County, Arizona

**THIRD AMENDMENT
TO
FIRST PURCHASE AGREEMENT,
DATED AS OF JANUARY 1, 2012,**

by and between

U.S. BANK NATIONAL ASSOCIATION,
as Seller

and

SANTA CRUZ COUNTY, ARIZONA,
as Purchaser

Dated as of _____, 2020

THIRD AMENDMENT
TO
FIRST PURCHASE AGREEMENT,
DATED AS OF JANUARY 1, 2012

THE FIRST PURCHASE AGREEMENT, dated as of January 1, 2012, as amended by the First Amendment to First Purchase Agreement, dated as of March 1, 2016, and as amended by the Second Amendment to First Purchase Agreement, dated as of August 1, 2017 (collectively, the “Agreement”), and as amended by THIS THIRD AMENDMENT TO FIRST PURCHASE AGREEMENT, dated as of _____ 1, 2020 (this “Amendment”), by and between SANTA CRUZ COUNTY, ARIZONA, a political subdivision under the laws of the State of Arizona (the “County”), as purchaser hereunder, and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Trustee”), in its capacity as trustee under the First Trust Agreement, dated as of January 1, 2012 (the “Trust Agreement”), by and between Trustee and County and seller hereunder,

W I T N E S S E T H:

WHEREAS, the Board (as such term and all other undefined terms used herein are defined in the Trust Agreement except that, for purposes hereof and of the Trust Agreement, “Fourth Purchase Agreement” shall mean the Fourth Purchase Agreement, dated as of _____ 1, 2020, by and between the County, as purchaser, and the Trustee, as seller) determined that it would be beneficial to the citizens of County for County to finance costs of the Projects; and

WHEREAS, for the purpose of financing the costs of the Projects, the Trustee sold and executed and delivered the Obligations, and the Trustee, as described in the Trust Agreement, caused certain deposits as provided therein to be made; and

WHEREAS, pursuant to Section 8.1 of the Trust Agreement, the Agreement and the rights and obligations of the parties thereto, may, as provided therein, be modified or amended at any time by an amending agreement which shall become effective when the written consent of the Owners of the Obligations shall have been filed with the Trustee; which shall become effective as provided in Section 8.2 of the Trust Agreement; and

WHEREAS, County and Trustee have determined to amend the Agreement as provided herein to allow for incurrence of the Fourth Purchase Agreement on a parity with the lien on Excise Tax Revenues and State Shared Revenues securing the Payments under the Agreement for the purpose of refinancing all or a portion of the County’s Pledged Revenue Obligations, Series 2012;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Section 4 of the Agreement is hereby amended by deleting the language shown as stricken, and adding the language in **bold face** thereto:

Section 4. No Senior or Parity Lien Obligations; Exception. No obligations may be incurred senior to, or, except for the Second Purchase Agreement, ~~and~~ the Third Purchase Agreement **and the Fourth Purchase Agreement**, on a parity with, the lien on Excise Tax Revenues or State Shared Revenues securing the Payments hereunder. (Notwithstanding the right to do so pursuant to the Prior Loan Agreement (GADA), County shall not incur “Parity Lien Obligations” pursuant to the Prior Loan Agreement (GADA).)

Section 2. Section 9 of the Agreement is hereby amended in applicable part by deleting the language shown as stricken adding the language in **bold face** thereto:

Section 9. Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Section 1(b) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by County of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the Prior Loan Agreement (GADA), the Second Purchase Agreement, ~~or~~the Third Purchase Agreement **or the Fourth Purchase Agreement** (D) the insolvency or bankruptcy of County as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of County or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Section 1(b) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal or interest due with respect to the Prior Loan Agreement (GADA), the Second Purchase Agreement, ~~or~~the Third Purchase Agreement **or the Fourth Purchase Agreement** on their due dates; (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from Trustee specifying such default and (C) in the case of any other default under the Prior Loan Agreement (GADA), the Second Purchase Agreement, ~~or~~the Third Purchase Agreement **or the Fourth Purchase Agreement** after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

Section 3. (a) To the extent applicable by provision of law, Trustee acknowledges that this Amendment is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that County may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by County if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of County 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. The cancellation shall be effective when written notice is received

by all other parties to the contract unless the notice specifies a later time. Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Amendment, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Amendment on behalf of Trustee within three years from the execution of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by County. No basis exists for County to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by Trustee of the foregoing shall be deemed a material breach of this Amendment and may result in the termination of the services of Trustee by County. County retains the legal right to randomly inspect the papers and records of Trustee to ensure that Trustee is complying with the above-mentioned warranty. Trustee shall keep such papers and records open for random inspection during normal business hours by County. Trustee shall cooperate with the random inspections by County including granting County entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Trustee certifies it is not currently engaged in, and for the duration of this Trust Agreement will not engage in, a boycott of Israel. The term “boycott” shall have the meaning set forth in Section 35-393, Arizona Revised Statutes.

Section 4. (a) This Amendment shall be construed and governed in accordance with the laws of the State in effect from time to time.

(b) The recitals set forth at the beginning of this Amendment are incorporated in this Amendment by this reference. This Amendment constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and County, subject to the restrictions with regard thereto provided by the Trust Agreement.

(c) Any term or provision of this Amendment found to be prohibited by law or unenforceable or which would cause this Amendment to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Amendment to be invalid, prohibited by law or unenforceable.

(d) Except as otherwise provided herein, this Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of Trustee herein shall be and have the rights of a third party beneficiary hereunder.

(e) This Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5. Except as provided by this Amendment, the Agreement is hereby ratified and confirmed in all other respects.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the first day of _____, 2020.

Trustee:

U.S. BANK NATIONAL ASSOCIATION, as seller

By: _____

Printed Name: _____

Title: _____

County:

SANTA CRUZ COUNTY, ARIZONA, a political subdivision under the laws of the State of Arizona, as purchaser

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

CONSENTED TO BY AND ON BEHALF
OF THE OWNER OF ALL OF THE
OBLIGATIONS, SUCH OWNER HEREBY
ACKNOWLEDGING RECEIPT OF THE
FOURTH PURCHASE AGREEMENT AND
WAIVING THE REQUIREMENTS OF
SECTION 8.2 OF THE TRUST
AGREEMENT APPLICABLE TO THIS
AMENDMENT

HUNTINGTON PUBLIC CAPITAL CORP.

By _____

Printed Name: _____

Title: _____

FOURTH PURCHASE AGREEMENT

by and between

U.S. BANK NATIONAL ASSOCIATION,
as Seller

and

SANTA CRUZ COUNTY, ARIZONA,
as Purchaser

Dated as of _____ 1, 2020

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FOURTH PURCHASE AGREEMENT

THIS FOURTH PURCHASE AGREEMENT, dated as of _____ 1, 2020 (this “Agreement”), by and between SANTA CRUZ COUNTY, ARIZONA, a political subdivision under the laws of the State of Arizona (“County”), as purchaser hereunder, and U.S. BANK NATIONAL ASSOCIATION, a national banking association (“Trustee”), in its capacity as trustee under the Fourth Trust Agreement, dated as of even date herewith (the “Trust Agreement”), by and between Trustee and County and seller hereunder,

W I T N E S S E T H:

WHEREAS, the Board (as such term and all other undefined terms used herein are defined in the Trust Agreement) has determined that it will be beneficial to the citizens of County for County to refinance the costs of the Prior Project; and

WHEREAS, for the purpose of refinancing the costs of the Prior Project, the Board requested that Trustee sell and execute and deliver the Obligations, and the Trustee has, as described in the Trust Agreement, caused certain deposits as provided therein to be made; and

WHEREAS, County is a political subdivision duly organized and validly existing under the laws of the State; the Constitution and the laws of the State authorize County to enter into this Agreement and the transactions contemplated by this Agreement; County has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of County, enforceable against County in accordance with its terms; all required procedures for execution and performance of this Agreement, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which County is now a party or by which County is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of County; County has disclosed in writing to Trustee all facts that do or will materially adversely affect the properties, operations or financial condition of County and that any financial statements, notices or other written statements provided by County to Trustee pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading and the Prior Project complies with all applicable environmental laws, rules and regulations (including, without limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the Prior Project; and

WHEREAS, the expenditure of the Excise Tax Revenues and State Shared Revenues for the Prior Project results in support and enhancement of countywide services by County; and

WHEREAS, Trustee has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Term and Payments.

(a) In order to refinance the costs of the Prior Project which have not been paid to date pursuant to the terms hereof, County sells and conveys any interests it has in the Prior Project to Trustee, without warranty, for the sum of \$10.00 and other valuable consideration had and received. For the amounts payable pursuant hereto (including the Payments), Trustee in turn hereby sells and conveys back to County, without warranty, and County hereby purchases from Trustee, any interests Trustee has in the Prior Project. (In order to evidence such sale, Trustee has executed and delivered to County a bill of sale on the date of original execution and delivery of the Obligations.) Trustee shall have no further obligation to provide funds for the Prior Project, and County shall be entitled to sole and exclusive possession of the Prior Project.

(b) (i) County shall pay the Scheduled Payments to Trustee. (The Interest Portion is interest for purposes of the Code.) County shall also pay to Trustee its fees and expenses in accordance with the provisions of the Trust Agreement. If the balance available in the Payment Fund is insufficient to make the next required payments of principal and interest represented by the Obligations on the next date for payment thereof, County shall pay any such deficiency in sufficient time to prevent default in the payment of principal or interest represented by the Obligations falling due on such date.

(ii) Upon the occurrence and continuation of an Event of Default described under Section 9(a)(i)(A) hereof, the amount of each of the Payments denominated as and comprising interest pursuant to this Agreement shall be computed by multiplying the portion of the Payments designated as principal by the Default Rate (on the basis of a 360 day year of twelve 30 day months), and the Schedule hereto shall be deemed to be amended to reflect such recalculation.

(iii) This Agreement shall be deemed and construed to be a "net purchase agreement," and amounts paid hereunder to Trustee shall be an absolute net return, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

(c) The obligation of County to pay the amounts described in paragraph (b) hereof from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by Trustee of any obligation to County or otherwise, or out of indebtedness or liability at any time owing to County by Trustee. Until such time as all of the payments described in paragraph (b) hereof shall have been fully paid or provided for, County (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or

circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Prior Project, the taking by eminent domain of title to or temporary use of any or all of the Prior Project, commercial frustration of purpose, abandonment of the Prior Project by County, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event Trustee shall fail to perform any such agreements on its part, County may institute such action against Trustee as County may deem necessary to compel performance so long as such action does not abrogate the obligations of County contained in the first sentence of this paragraph.

(d) Any of the payments described in paragraph (b) hereof due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(e) Amounts payable to Trustee shall be paid by the means specified by them in writing to County.

Section 2. Pledge; Limited Obligations.

(a) Except as limited by the State Intercept of Funds, Excise Tax Revenues and State Shared Revenues are hereby pledged by County to the payment of all amounts described in Section 1(b) hereof, and such amounts shall be secured on a parity to the pledge of such amounts to the First Purchase Agreement, the Second Purchase Agreement and the Third Purchase Agreement. County shall make said payments from Excise Tax Revenues and State Shared Revenues (first making the Payments and thereafter making the other required payments). All of such payments are coequal as to the pledge of and lien on Excise Tax Revenues and State Shared Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Tax Revenues and State Shared Revenues or security therefor.

(b) County shall remit from Excise Tax Revenues and State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of County to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Tax Revenues and State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of County, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) County may, at the sole option of County, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as County shall determine from time to time, but Trustee acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by County or from bonds or other obligations, the payment of

which County's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by County according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 3. Surplus and Deficiency of Excise Tax Revenues and State Shared Revenues. Subject to the rights with respect to Excise Tax Revenues and State Shared Revenues with respect to the First Purchase Agreement, the Second Purchase Agreement and the Third Purchase Agreement, Excise Tax Revenues and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under this Agreement shall constitute surplus revenues and may be used by County for any lawful purpose for the benefit of County, including the payment of obligations to which Excise Tax Revenues and State Shared Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement, and, with respect to payment from Excise Tax Revenues and State Shared Revenues, *pro rata*, with amounts due with respect to the First Purchase Agreement, the Second Purchase Agreement, the Third Purchase Agreement, this Agreement and any Parity Lien Obligations (defined below) and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Parity Lien Obligations; No Senior Obligations. So long as any of the Obligations remain outstanding and the principal and interest thereon shall be unpaid or unprovided for or any other amounts remain unpaid or unprovided for hereunder, County shall not further encumber Excise Tax Revenues and State Shared Revenues on a basis equal to the pledge hereunder unless (i) no amounts remain unpaid or unprovided for with respect to the 2012 Obligation and the First Purchase Agreement, the 2016 Obligations and the Second Purchase Agreement and the 2017 Obligation and the Third Purchase Agreement, and (ii) Excise Tax Revenues and State Shared Revenues, in the most recently completed fiscal year of County, shall have amounted to at least two (2.0) times the highest combined interest and principal requirements for any succeeding fiscal year pursuant to the First Purchase Agreement, the Second Purchase Agreement, the Third Purchase Agreement, this Agreement and any obligations hereafter issued on a parity with this Agreement as permitted pursuant to this Section (the "Parity Lien Obligations") (*i.e.* those already, or so proposed to be, secured by such pledge). No obligations may be incurred senior to the lien on Excise Tax Revenues or State Shared Revenues securing the Payments hereunder.

Section 5. County Control over Revenue Collection. The Excise Tax Revenue Fund and the State Shared Revenue Fund established by the First Purchase Agreement are hereby expanded to provide for the purposes of this Agreement and, after paying therefrom amounts for the purposes described in the First Purchase Agreement, the Second Purchase Agreement, the Third Purchase Agreement and herein, such Funds may be reduced to zero, including by transferring any such balance to the general fund of County.

Section 6. Certain Matters with Respect to Prior Project.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Prior Project for any particular purpose or the conformity of the Prior Project to any plans, specifications, construction contract, purchase order, model or sample, or as to their design, construction, delivery, installation, construction oversight and operation or their suitability for use by County after completion. All such risks shall be borne by County without in any way excusing County from its obligations under this Agreement, and Trustee shall not be liable to County for any damages on account of such risks. Except with respect to any acts by Trustee which are not undertaken at the request of County or with the prior approval of County, County waives all claims against Trustee growing out of the acquisition of the Prior Project. Trustee shall have no liability to County for any failure of any contractor to perform any contract or other undertaking with respect to the Prior Project in any respect. Trustee shall have no obligation to obtain or insure compliance with any required permits or approval procedures with respect to the Prior Project. In the event of any defect in any item of the Prior Project or other claim with respect to the Prior Project, recourse of County shall be against the contractors, manufacturers, suppliers, etc. of the Prior Project and, where applicable, the person selling the property to Trustee, and not against Trustee. For such purpose, Trustee hereby assigns and transfers to County the right, title and interest of Trustee in and to all representations, warranties, guarantees and service agreements relating to the Prior Project made or entered into by Trustee and by any contractor, manufacturers, suppliers, etc. of the Prior Project. Trustee further designates County as its attorney-in-fact granting to County the right to initiate and take all actions necessary to enforce any and all construction contracts and all such warranties and service agreements. Trustee is entering into this Agreement solely as Trustee, shall not be personally liable hereunder and shall be afforded the same rights, protections, immunities and indemnities acting hereunder as afforded to it as Trustee under the Trust Agreement. Notwithstanding anything to the contrary herein, except for the purposes hereof, at no time shall the Trustee be listed in the chain of title to the Prior Project.

(b) Trustee hereby irrevocably appoints County as its sole and exclusive agent to act for and on behalf of Trustee in refinancing the costs of the Prior Project which have not been paid to date. As such agent, County shall have full authority to do all things necessary to accomplish such purpose. Trustee shall not be liable, responsible or accountable for the acts of County as its agent hereunder, and County hereby assumes all responsibility for the performance of such duties.

(c) County, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Agreement, peaceably and quietly, have, hold and enjoy the Prior Project, without suit, trouble or hindrance from Trustee. County hereby grants and conveys to Trustee, and all persons claiming by, through or under Trustee, including its successors and assigns under the Trust Agreement and the Owner for whom it acts, a nonexclusive easement upon, in and to the Prior Project for the purpose of permitting the Prior Project to be maintained upon the premises.

(d) Notwithstanding any other terms or provisions of this Agreement, the interest of Trustee in the Prior Project is solely in its capacity as Trustee for the purpose of facilitating the refinancing of the Prior Project, and Trustee shall not have the power, authority or obligation to assume any responsibility for the overall management or maintenance of the Prior Project, including, without limitation, any day-to-day decision-making or operational aspects of the Prior Project. The elements of the Prior Project and the sites therefor were selected by County, and all design and engineering criteria and specifications for the Prior Project to be constructed or acquired were or will be determined by County.

Section 7. Providing for Scheduled Payment. County may provide for the payment of any of the Scheduled Payments in any one or more of the following ways:

(a) by paying such Scheduled Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 hereof;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for such Scheduled Payment is fully sufficient to make, or cause to be made, such Scheduled Payment at its scheduled due date; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable, in such amount as shall be certified to Trustee and County (when the Defeasance Obligations do not consist solely of cash), by a national firm of certified public accountants acceptable to both Trustee and County, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for such Scheduled Payment, to make, or cause to be made, such Scheduled Payment at its scheduled due date.

Section 8. Term of Agreement. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligations. Subject to Section 7 hereof, upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Section 1(b) hereof and provided that County has performed all the covenants and agreements required by County to be performed, this Agreement shall cease and expire. The obligations of County under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and County shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that County shall be credited with any amount received by Trustee pursuant to actions brought under the next Section hereof.

Section 9. Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Subsection 1(b) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by County of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the First Purchase Agreement, the Second Purchase Agreement, the Third Purchase Agreement or any Parity Lien Obligations or (D) the insolvency or bankruptcy

of County as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of County or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Subsection 1(b) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal or interest due with respect to the First Purchase Agreement, the Second Purchase Agreement, the Third Purchase Agreement or any Parity Lien Obligations on their due dates; (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from Trustee specifying such default and (C) in the case of any other default under the First Purchase Agreement, the Second Purchase Agreement, the Third Purchase Agreement or any Parity Lien Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by County under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of County under the Trust Agreement or this Agreement, and with respect to Excise Tax Revenues and State Shared Revenues, without notice and without giving any bond or surety to County or anyone claiming under County, have a receiver appointed of Excise Tax Revenues and State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and County does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of Trustee provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Trustee of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of Trustee to insist upon a strict compliance by Trustee with all the covenants and conditions hereof. County shall, upon not less than 10 days' prior request by Trustee, execute, acknowledge and deliver to Trustee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) Trustee shall in no event be in default in the performance of any of its obligations hereunder unless and until Trustee shall have failed to perform such obligation within 30 days or such additional time as is reasonably required to correct any such default after notice by County properly specifying wherein Trustee has failed to perform any such obligation. No default by Trustee shall relieve County of its obligations to make the various payments herein required, so long as any of the Obligations remain outstanding; however, County may exercise any other remedy available at law or in equity to require Trustee to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made by Trustee under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, County shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest herein and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest of County in and to this Agreement and all payments of any kind due or which become due to Trustee hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 11. Federal Law Provisions.

(a) (i) As described in further detail in the Tax Certificate, no direction for the making of any investment or other use of the proceeds of any of the Obligations shall be made which would cause the Obligations to be “arbitrage bonds” as that term is defined in section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in section 141 (or any successor provision thereto) of the Code, and the requirements of such sections and related regulations of the Code shall be complied with throughout the term of the Obligations. (Particularly, County shall be the owner of the Prior Project for federal income tax purposes. County shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the Prior Project unless the management or service contract complies with the requirements of Revenue Procedure 2017-13 or such other authority as may control at the time or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Prior Project.) Also, the payment of principal and interest with respect to the Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Obligations, or amounts treated as proceeds of the Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which the Obligations are being executed and delivered, may be so used in making investments in a bona fide debt service fund or may be invested in obligations issued by the United States Treasury. County shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the execution and delivery of the Obligations (initially those in subsection (b)) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. In consideration of the purchase

and acceptance of the Obligations by the owners from time to time thereof and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, County shall, and the appropriate officials of County are hereby directed, to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion. Notwithstanding anything in this Section to the contrary, County shall not allow any private use or payment with respect to the Prior Project without first obtaining a Special Counsel's Opinion (as such term is defined in the Tax Certificate) to the effect that such use or payment will not adversely affect the exclusion of the interest on the Obligations from gross income of the holders thereof for federal income tax purposes.

(ii) (A) County shall take all necessary and desirable steps, as determined by the Board, to comply with the requirements hereunder and under the Tax Certificate in order to ensure that the Interest Portion is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event County receives a Special Counsel's Opinion that either compliance with such requirement is not required to maintain the exclusion from gross income of the Interest Portion or compliance with some other requirement will meet the requirements of the Code. In the event County receives such a Special Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

(B) If for any reason any requirement hereunder is not complied with, County shall take all necessary and desirable steps, as determined by County, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and County shall pay any required interest or penalty under hereinafter described Regulations section 1.148-3(h) with respect to the Code.

(C) Written procedures have been established for County to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of section 148 of the Code relating to arbitrage, with which County will comply.

(b) (i) Terms not otherwise defined hereof shall have the meanings given to them in the Tax Certificate.

(ii) Unless an exception available pursuant to the Regulations applies as indicated in a Special Counsel's Opinion or a written statement of an expert consultant employed pursuant to paragraph (vii) hereof, within 60 days after the end of each Bond Year, County shall cause the Rebate Amount to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Obligations (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Amount (determined as of the last day of such Bond Year) plus the future value of all previous

rebate payments with respect to the Obligations (determined as of the last day of such Bond Year); and

(B) not later than 60 days after the retirement of the last Obligation, an amount equal to 100% of the Rebate Amount (determined as of the date of retirement of the last Obligation).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of paragraph (iii), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing purchaser would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsection (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States; and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with County or any other person (whether or not in connection with the Obligations), and that the bid is not being submitted solely as a courtesy to County or any other person for purposes of satisfying the requirements in the Regulations that County receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Obligations.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (*i.e.* having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Obligations (*e.g.*, a lead underwriter within 15 days of the issue date of the Obligations or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If County uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (*i.e.* have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) County retains until three years after the last outstanding Obligation is retired, (1) a copy of the guaranteed investment contract, (2) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by County and a copy of the provider's certification described in (G) above, (3) the name of the person and entity submitting each bid, the time

and date of the bid, and the bid results and (4) the bid solicitation form and, if the terms of the guaranteed investment contract deviate from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed by County to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code with respect to the Obligations.

(c) Trustee has no duty or obligations under this Section 11 and has no duty to monitor County's compliance with this Section 11.

Section 12. Reporting Requirement. County shall comply with and carry out all of the following and such costs of compliance shall be payable solely from Excise Tax Revenues and State Shared Revenues:

(a) Provide to the Owner within 270 days of the County's fiscal year end, commencing with fiscal year ending June 30, ____, annual audited financial statements;

(b) Provide to the Owner within 60 days of the County's fiscal year end, commencing with fiscal year ending June 30, ____, annual approved operating budget; and

(c) Provide to the Owner within 270 days of the County's fiscal year end, commencing with fiscal year ending June 30, 2020, certificate of annual coverage of debt service on all Parity Lien Obligations, calculated by dividing Excise Tax Revenues and State Shared Revenues for the most recently completed fiscal year by the highest combined interest and principal requirements for any succeeding fiscal year for all Parity Lien Obligations.

(d) Provide to the Owner: (i) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an event of default under this Agreement or the Obligations, together with a detailed statement by a County representative of the steps being taken by the County to cure the effect of such event of default; (ii) prompt written notice of any material litigation, or any investigation, inquiry or similar proceeding by any governmental authority; (iii) prompt written notice of any event, action, or occurrence that is reasonably likely to materially adversely affect the ability of the County to pay and perform the obligations set forth in this Agreement; and (iv) with reasonable promptness, such other information respecting the County, and the operations, affairs and financial condition of the County as the Owner may from time to time reasonably request.

Notwithstanding any other provision of this Agreement, failure of County to comply with these reporting requirements shall not be considered an event of default; however, the Trustee may (and, at the request of the original purchaser of the Obligations and receipt of indemnity to its satisfaction, shall) take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause County to comply with its obligations under this Section. The Trustee is not responsible for monitoring or verifying compliance by County with these reporting requirements.

Section 13. Covenant as to Conflict of Interest; Other Statutory Restrictions.

(a) To the extent applicable by provision of law, Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that County may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by County if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of County 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. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. No basis exists for County to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of Trustee by County. County retains the legal right to randomly inspect the papers and records of Trustee to ensure that Trustee is complying with the above-mentioned warranty. Trustee shall keep such papers and records open for random inspection during normal business hours by County. Trustee shall cooperate with the random inspections by County including granting County entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If County determines that Trustee’s certification above is false or that it has breached such agreement, County may impose remedies as provided by law.

Section 14. Miscellaneous.

(a) No covenant or obligation herein to be performed by County may be waived except by the written consent of Trustee, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Trustee from invoking such remedy at any later time prior to the cure by County of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement

between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and County, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of Trustee herein shall be and have the rights of a third party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of _____, 2020.

Trustee:

U.S. BANK NATIONAL ASSOCIATION, as seller

By: _____

Printed Name: _____

Title: _____

County:

SANTA CRUZ COUNTY, ARIZONA, a political subdivision under the laws of the State of Arizona, as purchaser

By: _____

Chairperson, Board of Supervisors

ATTEST:

By _____
Clerk, Board of Supervisors

FOURTH TRUST AGREEMENT

by and between

U.S. BANK NATIONAL ASSOCIATION

and

SANTA CRUZ COUNTY, ARIZONA

Dated as of _____ 1, 2020

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EXHIBIT - FORM OF OBLIGATION

* * *

FOURTH TRUST AGREEMENT

THIS FOURTH TRUST AGREEMENT, dated as of _____ 1, 2020 (together with any duly authorized, executed and delivered supplement thereto, this “Trust Agreement”), by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement and in its capacity as “Seller” pursuant to the hereinafter described Purchase Agreement (the “Trustee”), and SANTA CRUZ COUNTY, ARIZONA, a political subdivision under the laws of the State of Arizona (the “County”);

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County (the “Board”) has determined that it will be beneficial to the citizens of the County to refinance a portion of the costs to construct bridges and other access over watercourses in and for the County (the “Prior Project”) pursuant to the Fourth Purchase Agreement, dated as of _____ 1, 2020 (together with any duly authorized, executed and delivered amendment thereto, the “Purchase Agreement”), by and between the County and the Trustee, as “Seller”; and

WHEREAS, for the purpose of refinancing a portion of the costs of the Prior Project, the Board requested that the Trustee sell and execute and deliver Pledged Revenue Refunding Obligations, Series 2020 in the principal amount of \$_____ (the “Obligations”), and the Trustee has, as described in this Trust Agreement, caused certain deposits to be made pursuant hereto;

NOW, THEREFORE, in order to secure all of the Obligations (as such term and all other terms not otherwise defined hereinabove are hereinafter defined) executed and delivered pursuant hereto, the payment of principal and interest thereon, the rights of the Owners of the Obligations and the performance and observance of the covenants and conditions contained herein and in the Obligations and the Purchase Agreement, the County absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement and for the equal and proportionate benefit of the Owners of Obligations:

A. All right, title and interest of the Seller in, under and pursuant to the Purchase Agreement, the Payments and any other amounts payable by the County under the Purchase Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Seller is or may become entitled to do thereunder;

B. Amounts on deposit from time to time in the funds created pursuant hereto, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligations, by Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the County, its successors and assigns, under the Purchase Agreement;

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding, none of the Obligations being entitled to priority or distinction one over the other in the application of the Excise Tax Revenues and the State Shared Revenues pledged by the Purchase Agreement to the Payments, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations, or regardless of the time or times principal represented by any Obligations are paid or are subject to prepayment with respect to principal represented thereby, all of the Obligations being co-equal as to the pledge of and lien on the Excise Tax Revenues and the State Shared Revenues pledged for the Payments thereof and sharing ratably, without preference, priority or distinction, as to the source or method of payment from the Excise Tax Revenues or the State Shared Revenues or security therefor and conditioned, however, that if the County shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth. For such purposes, the County and the Trustee hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined in the first paragraph hereof, in the Recitals hereto and in the Purchase Agreement and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

“Authorized Denominations” \$1,000,000 of principal and integral multiples of \$5,000 of principal in excess thereof.

“Business Day” means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

“Closing Date” means the day when the Obligations, duly executed by the Trustee, are delivered to the original purchaser thereof.

“Code” means the Internal Revenue Code of 1986, as amended. References to the Code and sections thereof include applicable regulations and temporary regulations thereunder and any successor provisions to those sections, regulations or temporary regulations and any applicable regulations or temporary regulations issued pursuant to the Internal Revenue Code of 1954.

“Corporate Trust Office” means the office of the Trustee designated in Section 12.2 or any successor corporate trust office.

“Costs of Issuance Fund” means the fund of that name established pursuant to Article III and held by the Trustee.

“County Representative” means the County Manager, the County Management Services Director or any other person authorized by the County Manager or the Board of Supervisors to act on behalf of the County with respect to this Trust Agreement.

“Default Rate” means ____% per annum.

“Defaulted Interest” has the meaning provided in Section 2.11(d).

“Defeasance Obligations” means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America (“Treasuries”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, (5) securities eligible for “AAA” defeasance under then-existing criteria of S&P or (6) any combination of the foregoing.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the County or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

“Depository Trustee” means any bank or trust company, which may include the Trustee, designated by the County, with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

“Designated Office” means the office designated as such by the Trustee in writing to the County.

“Electronically” means with respect to notice, one transmitted through a timesharing terminal, computer network or facsimile machine, if operative as between any two parties, or if not operative, by telephone (promptly confirmed in writing).

“Event of Default” means an event of default under the Purchase Agreement as provided in Section 9 thereof.

“Excise Tax Revenues” means any amounts of the general excise tax of the County authorized by Section 42-6103, Arizona Revised Statutes, which the County imposes; provided that the County may not reduce the rate of such tax to a level less than the maximum permitted by law if the effect is that the Payments cannot be made and may, if permitted by law, impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of the Board of Supervisors of the County and which, if so restricted, will not be deemed Excise Tax Revenues for purposes of the Purchase Agreement.

“First Purchase Agreement” means the First Purchase Agreement, dated as of January 1, 2012, between the County, as purchaser, and U.S. Bank National Association, as seller, as amended.

“First Trust Agreement” means the First Trust Agreement, dated as of January 1, 2012, between the County and the 2012 Trustee, as trustee.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, “*Fitch*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the County by written notice to the Trustee.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the County or the Trustee and which may include the counsel giving a Special Counsel’s Opinion.

“Insolvency Proceeding” means any proceeding by or against the County under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law.

“Interest Payment Date” means each January 1 and July 1, while the principal represented by any Obligations are Outstanding provided that, pursuant to Section 9.6, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

“Interest Portion” means the amounts of each of the Payments in the column in the Schedule attached to the Purchase Agreement designated “Interest,” denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owner.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Count by written notice to the Trustee.

“Notification” shall have the meaning provided in Section 10.3.

“Outstanding” refers to Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations which have been exchanged or replaced; (ii) Obligations which have been paid; (iii) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee and (iv) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted hereby and by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal, interest and premium, if any, represented by such Obligations.

“Owner” or any similar term, when used with respect to an Obligation means Huntington Public Capital Corp., as the initial Owner, or the entities described in Section 2.9.

“Payment Fund” means the fund of that name established pursuant to Article V and held by the Trustee.

“Payments” means the amounts required to be paid by the County pursuant to Section 1(b) of the Purchase Agreement.

“Permitted Investments” means, to the extent the use of which is not otherwise prohibited by applicable law:

1. A. Cash;
- B. U.S. Treasury certificates, notes and bonds (including State and Local Government Series – (SLGs));
- C. Direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury itself;
- D. Resolution Funding Corp. (“REFCORP”) but only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable;
- E. Pre-refunded municipal bonds rated “Aaa” by Moody’s and “AAA” by S&P but if, however, the issue is only rated by S&P (*i.e.*, there is no Moody’s rating) then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition; and

- F. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:
- (i) *U.S. Export-Import Bank (Eximbank)* Direct obligations or fully guaranteed certificates of beneficial ownership,
 - (ii) *Farmers Home Administration (FmHA)*,
 - (iii) *General Services Administration*
Participation Certificates,
 - (iv) *U.S. Maritime Administration*
Guaranteed Title XI financing and
 - (v) *U.S. Department of Housing and Urban Development (HUD)*
Project Notes
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds;

2. Federal Housing Administration debentures;

3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

- A. Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”) participation certificates (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)
Senior debt obligations;
- B. Farm Credit Banks (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;
- C. Federal Home Loan Banks (FHL Banks) consolidated debt obligations
- D. Federal National Mortgage Association (FNMA or “Fannie Mae”) senior debt obligations mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding the portion of their unpaid principal amounts);
- E. Financing Corporation (FICO) debt obligations; and

F. Resolution Funding Corp. (REFCORP) debt obligations.

4. Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated 'A-1' or better by S&P or the highest rating category of Moody's or are fully insured by the Federal Deposit Insurance Corporation (FDIC).

5. Deposits the aggregate amount of which are fully insured by the FDIC, in banks which have capital and surplus of at least \$5 million.

6. Commercial paper (having original maturities of not more than 270 days) rated 'A-1+' by S&P and 'Prime-1' by Moody's.

7. Money market funds rated 'AAm' or 'AAm-G' or higher by S&P or having a rating in the highest investment category granted thereby from Moody's.

8. "State Obligations", which means:

A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated 'A3' by Moody's and 'A' by S&P, or higher, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (a) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S & P and "Aaa" by Moody's meeting the following requirements:

A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

B. the municipal obligations are secured by cash or United States Treasury obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

- C. the principal of and interest on the United States Treasury obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“Verification”);
- D. the cash or United States Treasury obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;
- E. no substitution of a United States Treasury obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and
- F. the cash or United States Treasury obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase or reverse repurchase agreements: With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A” by S&P and Moody’s; or (2) any broker-dealer with “retail customers” or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least “A” by S&P and Moody’s, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated “A” or better by S&P and Moody’s provided that:

- A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody’s to maintain an “A” rating in an “A” rated structured financing (with a market value approach);
- B. The Trustee or a third party acting solely as agent therefor (the “Holder of the Collateral”) has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books);
- C. The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
- D. All other requirements of S&P in respect of repurchase agreements shall be met;

- E. The repurchase or reverse repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the County or the Trustee, within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the County or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (i) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa2" by Moody's; provided that, by the terms of the investment agreement:

- A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Obligations;
- B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Trustee thereby agrees to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;
- C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;
- D. the Trustee receives the opinion of domestic counsel that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Trustee;
- E. the investment agreement shall provide that if during its term:
 - (i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its

option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Trustee or the Holder of the Collateral collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment; and

(ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the Trustee, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Trustee, and

F. the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Trustee, be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Trustee, and

(ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Trustee, as appropriate.

12. Interests in the Local Government Investment Pool established pursuant to Arizona Revised Statutes Section 35-326.

“Rating Agency” means Fitch, Moody’s or S&P, or any of them or their replacements as provided in the definition of each.

“Regular Record Date” means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

“Responsible Officer” means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

“S&P” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, a limited liability company organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, “*S&P*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the County by written notice to the Trustee.

“Scheduled Payments” means the amounts indicated in the Schedule to the Purchase Agreement.

“Second Purchase Agreement” means the Second Purchase Agreement, dated as of March 1, 2016, between the County, as purchaser, and U.S. Bank National Association, as seller.

“Special Counsel” means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the County.

“Special Counsel’s Opinion” means an opinion signed by Special Counsel.

“Special Record Date” has the meaning provided in Section 2.11(d).

“State” means the State of Arizona.

“State Shared Revenues” means revenues from any excise taxes and transaction privilege (sales) taxes imposed by the State or any agency thereof and returned, allocated or apportioned to the County, except the County’s share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes.

“Tax Certificate” means the Tax Compliance Certificate delivered by the County on the Closing Date.

“Third Purchase Agreement” means the Third Purchase Agreement, dated as of August 1, 2017, between the County, as purchaser, and U.S. Bank National Association, as seller.

“2012 Obligation” means the Pledged Revenue Obligation, Series 2012, executed and delivered pursuant to the First Trust Agreement, dated as of January 1, 2012, between the County and U.S. Bank National Association, as trustee.

“2012 Trustee” means U.S. Bank National Association, as trustee under the First Trust Agreement.

“2016 Obligation” means the Pledged Revenue Refunding Obligations, Series 2016, executed and delivered pursuant to the Second Trust Agreement, dated as of March 1, 2016, between the County and U.S. Bank National Association, as trustee.

“2017 Obligation” means the Pledged Revenue Refunding Obligations, Series 2017, executed and delivered pursuant to the Third Trust Agreement, dated as of August 1, 2017, between the County and U.S. Bank National Association, as trustee

Words importing persons include firms, associations and corporations, and the singular and plural forms of words shall be deemed interchangeable wherever appropriate.

ARTICLE II SPECIAL REVENUE OBLIGATIONS

Section 2.1 Authorization of the Obligations. The Trustee is hereby authorized and directed to execute and deliver to the Owners, the Obligations, evidencing proportionate ownership interests in the Payments. In no event shall the Obligations be deemed liabilities, debts or obligations of the Trustee.

Section 2.2 Date; Interest Accrual. Each Obligation shall be dated the Closing Date, and interest represented thereby shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3 Payment Amounts and Dates and Interest Rates. The Obligations shall be in Authorized Denominations and be payable pursuant to Section 4.2 with a final maturity on July 1, ____, in the principal amount of \$_____, and interest represented by the Obligations shall be computed at the rate of ____% per annum from the Closing Date (on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each).

Section 2.4 Interest on Obligations. Interest on the Obligations shall be payable semiannually on January 1 and July 1 of each year commencing January 1, ____, to and including the date of payment of the amount of principal represented by the Obligations. Except for the initial period, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations. The proportionate share of the portion of the Payments designated as interest with respect to the Obligations shall be computed by multiplying the portion of Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months), except that for the first portion of the Payments designated as interest shall be for interest from the date of initial execution and delivery

to January 1, ____, and that during any period when an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement exists, such rate shall be the Default Rate.

Section 2.5 Form. The Obligations shall be in fully registered, physically certificated form, substantially in the form, registered in the name of the Owners, set forth in the Exhibit hereto.

Section 2.6 Execution. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any representative whose signature appears on the Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had remained in office until the Closing Date. The Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of the Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7 Reserved.

Section 2.8 Application of Proceeds. The proceeds received by the Trustee from the sale of the Obligations, together with any available money of the County, including monies currently on deposit in the Trust Fund under the Escrow Trust Agreement, dated February 1, 2016, by and between the County and the Trustee, as escrow trustee, shall forthwith be applied by the Trustee as follows, in the following order of priority:

- (1) \$ _____ shall be deposited in the Costs of Issuance Fund; and
- (2) \$ _____ shall be used by the Trustee, as the 2012 Trustee, to prepay and refund the outstanding amount of the 2012 Obligation.

Section 2.9 Transfer and Exchange.

(a) The Obligation may, in accordance with its terms, be transferred in whole but not in part upon the registration books for the Obligations required to be kept pursuant to the provisions of Section 2.13 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever the Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation in fully registered, physically certificated form for the payment date and interest rate and for a like aggregate principal amount.

(b) Obligations may be exchanged at the Designated Office for a like aggregate payment amount of Obligations of the same payment date and interest rate. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer,

remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid, other than one imposed by the County (which will not be payable by the Trustee), or any fee or expense of the Trustee or the County with respect to such exchange or transfer.

Section 2.10 Obligations Mutilated, Lost, Destroyed or Stolen. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like tenor, payment date and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Owner of such Obligation. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner of such Obligation, shall execute and deliver a new Obligation of like tenor, payment date and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has become due, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.11 Payment.

(a) Payment of interest with respect to the Obligation shall be made to the person appearing on the registration books for the Obligation maintained by the Trustee as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date.

(b) The principal and interest related to the Obligations shall be payable in lawful money of the United States of America.

(c) Interest and principal payable to the Owners (except interest and principal due on July 1, ____) shall be paid by wire transfer in immediately available funds to an account in the United States of America as directed on the Regular Record Date by the Owners specifying the account address without surrender of the Obligations except as set forth below. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice. Interest and principal payable to the Owners on July 1, ____, shall be paid upon presentation of the Obligations at the Corporate Trust Office.

(d) Any interest represented by the Obligation which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date (“Defaulted Interest”) shall forthwith cease to be payable to the Owner on the relevant Regular Record Date solely by virtue of such Owner having been such Owner. Such Defaulted Interest shall thereupon be paid, together with interest thereon at the Default Rate, by the Trustee (out of funds provided to it by the County) to the persons in whose names such Obligations are registered at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the “Special Record Date”). When the Trustee has funds available to pay the Defaulted Interest and interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed, first class postage prepaid, to the Owner of an Obligation at their address as they appear in the registration books by the Trustee for the Obligation not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the persons in whose name the Obligations are registered on such Special Record Date.

Section 2.12 Execution of Documents and Proof of Ownership.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Owner may be in any number of concurrent instruments of similar tenor, and may be signed or executed by the Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(1) The fact and date of the execution by any Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(2) The fact of the ownership of the Obligations by any person and the amount, the payment date and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.13.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner

of the Obligations shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.13 Obligation Register. The Trustee will keep or cause to be kept, at the Designated Office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours on any Business Day be open to inspection by the County and the Owner and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Obligations as hereinbefore provided.

Section 2.14 Payment of Unclaimed Amounts. In the event any check for payment of interest represented by an Obligation is returned to the Trustee unendorsed or is not presented for payment within two (2) years from its payment date or any Obligation is not presented for payment of principal when due, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts due thereunder. The obligation of the Trustee to hold such funds shall continue for two years and six months (subject to applicable escheat laws) following the date on which such interest or principal payment became due, whether on the date due, or otherwise, at which time the Trustee shall surrender such unclaimed funds so held to the County, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the County.

ARTICLE III APPLICATION OF PROCEEDS RECEIVED BY TRUSTEE; COSTS OF ISSUANCE FUND

Section 3.1 Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish a special trust fund designated as the “Santa Cruz County Series 2020 Pledged Revenue Refunding Obligations Costs of Issuance Fund” (herein referred to as the “Costs of Issuance Fund”), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Costs of Issuance Fund shall be disbursed for Delivery Costs. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a requisition for disbursement (on which the Trustee is entitled to rely) executed or approved by the County Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed.

(c) On the earlier of _____ or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a County Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund and the Costs of Issuance Fund shall be closed.

**ARTICLE IV
PREPAYMENT OF OBLIGATIONS**

Section 4.1 Optional Prepayment Provisions. The Obligations are not subject to optional prepayment prior to their stated payment dates.

Section 4.2 Mandatory Prepayment. The Obligations are subject to mandatory prepayment on July 1 of the respective years in the amounts set forth below by payment of a prepayment price equal to the principal amount of the Obligations to be prepaid plus interest accrued to the date of prepayment, but without premium:

Obligation Payable July 1, ____

<u>Year</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>
	\$

(maturity)

**ARTICLE V
PAYMENT FUND**

Section 5.1 Trustee's Rights in Purchase Agreement. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Scheduled Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All of the Scheduled Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Scheduled Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owners.

Section 5.2 Establishment and Application of Payment Fund.

(a) The Trustee shall establish a special trust fund designated as the "Santa Cruz County Series 2020 Pledged Revenue Refunding Obligations Payment Fund" (herein referred to as the "Payment Fund"). So long as any Obligations are Outstanding, the County shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as

provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than ten (10) Business Days prior to each Interest Payment Date, the Trustee shall notify the County of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligations then due. All amounts received by the Trustee as Scheduled Payments pursuant to the Purchase Agreement and as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal, interest and premium, if any, represented by the Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV.

Section 5.3 Surplus. Any surplus remaining in any of the funds created hereunder, after payment or provision for payment of all Obligations, including accrued interest and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the County.

ARTICLE VI MONEYS IN FUNDS; INVESTMENT; CERTAIN TAX COVENANTS

Section 6.1 Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the County or any Owner of the Obligations.

Section 6.2 Investments Authorized. Upon written order of the County Representative and subject to the limitations provided herein, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The County Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written direction from the County Representative. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the County Representative as to both the suitability and legality of the directed investments. The County acknowledges that regulations of the Comptroller of the Currency grant

the County the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the County specifically waives compliance with 12 Code of Federal Regulations 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 6.3 Accounting. The Trustee shall furnish to the County, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

Section 6.4 Allocation of Earnings. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein. At the direction of the County Representative, any such income, profit or interest shall be transferred and applied if necessary to pay amounts due pursuant to section 148 of the Code.

Section 6.5 Valuation and Disposition of Investments. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at the indicated bid value of the investment or investments to be valued as shown in *The Wall Street Journal* or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 6.6 Limitation of Investment Yield. In the event the County is of the opinion that it is necessary to restrict or limit the yield on the investment of any amounts paid to or held by the Trustee hereunder in order to avoid the Obligations, or any of them, being considered “arbitrage bonds” within the meaning of section 148 of the Code, the County Representative may issue to the Trustee a written certificate to such effect (along with appropriate instructions), in which event the Trustee will take such action as is instructed so to restrict or limit the yield on such investment in accordance with the specific instructions contained in such certificate, irrespective of whether the Trustee shares such opinion.

Section 6.7 Other Tax Covenants. In consideration of the acceptance and execution of the Purchase Agreement by the Trustee and the purchase by the Owners of the Obligations, from time to time, and in consideration of retaining the exclusion of the Interest Portion for federal income tax purposes, the County shall, from time to time, neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in the Interest Portion becoming subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Purchase Agreement or such laws as they may be modified or amended or tax laws later adopted. The County shall comply with such requirement(s) and will take any such action(s) as are necessary to prevent the Interest Portion from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may

include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements required by any Special Counsel's Opinion; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Obligations; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys held pursuant to this Trust Agreement and limiting the use of the proceeds of the Obligations and property financed thereby.

ARTICLE VII THE TRUSTEE

Section 7.1 Appointment of Trustee. The County hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The County shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or State authority, so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 7.2 Liability of Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements herein, in the Purchase Agreement and in the Obligations shall be taken as statements, covenants and agreements of the County, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or of the Obligations or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon them, respectively. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of the affairs of the Trustee.

Section 7.3 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4 Protection and Rights of the Trustee.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the County Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the County with the same rights it would have if it were not the Trustee and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations.

(d) The recitals, statements and representations by the County contained in this Trust Agreement, the Purchase Agreement or in the Obligations shall be taken and construed as made by and on the part of the County and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(e) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(f) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be accountable for the use or application by the County or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(h) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the County of the Prior Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the acquisition of the Prior Project.

(i) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement, unless a Responsible Officer of the Trustee has actual notice thereof or is specifically notified in writing of such default by the County or the Owners.

(j) The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, *provided, however*, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the County elects to give the Trustee email or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Obligations.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Prior Project.

(n) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest represented by the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful default in connection with any action so taken.

(o) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

Section 7.5 Compensation of Trustee. The County shall from time to time, pursuant to a fee schedule agreed to between the County and the Trustee (which schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6 Removal and Resignation of Trustee.

(a) The County (but only if no Event of Default has occurred and is continuing) or the Owners, at any time upon thirty (30) days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the County. Upon receiving such notice of resignation, the County shall promptly appoint a successor trustee by an instrument in writing; *provided, however*, that in the event that the County does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the County shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owners of the Obligations at their respective addresses set forth on the registration books for the Obligations maintained pursuant to Section 2.13.

Section 7.7 Appointment of Agent. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

Section 7.8 Commingling. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes only; *provided, however*, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 7.9 Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the County, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the County Representative with semiannual reports of funds transactions and balances.

ARTICLE VIII MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1 Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective upon receipt by the Trustee of the written consent of the Owners as provided in Section 8.2. No such modification or amendment shall (1) have the effect of extending the final payment of principal represented by the Obligation or reducing the interest represented thereby or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of this Trust Agreement

or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owners, but only (1) to provide for additions or modifications to the Prior Project, (2) to secure additional revenues or provide additional security or reserves for payment of the Obligations and necessary, related provisions therefor, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms hereof, (5) to preserve the exclusion of interest represented by the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the County to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (6) to cure, correct or supplement any materially ambiguous or defective provision contained herein or therein, (7) to facilitate the incurrence of Parity Lien Obligations (as such term is defined in the Purchase Agreement), (8) with respect to rating matters or (9) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially, adversely affect the interests of the Owners of the Obligations as evidenced by an opinion of Independent Counsel delivered by the County to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon an opinion of Independent Counsel which is also nationally recognized bond counsel as conclusive evidence that any such supplemental or amending agreement complies with this Section.

Section 8.2 Procedure for Amendment With Written Consent of Obligation Owners.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owners of the Obligations is required pursuant to Section 8.1. A copy of such supplemental or amending agreement, together with a request to the Owners of the Obligations for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at the address thereof as set forth on the registration books for the Obligations maintained pursuant to Section 2.13, but failure to mail copies of such supplemental or amending agreement and request shall not affect the validity of the supplemental or amending agreement when assented to as provided in this Section.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.12. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof).

Section 8.3 Effect of Supplemental Trust Agreement. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and

amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

Section 8.4 Endorsement or Replacement of Obligations Delivered After Amendments. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to such Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of the Obligation, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 8.5 Amendatory Endorsement of Obligations. The provisions of this Article shall not prevent any Obligation Owner from accepting any amendment or supplement as to the particular Obligations held thereby, provided that proper notation thereof is made on such Obligations.

ARTICLE IX COVENANTS, NOTICES

Section 9.1 Compliance With and Enforcement of Purchase Agreement. The County shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default. The County, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

Section 9.2 Observance of Laws and Regulations. The County shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the County, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 9.3 Recordation and Filing. The County shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as

may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owners.

Section 9.4 Further Assurances. The Trustee (at the reasonable request of the County) and the County shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section 9.5 Notification to the County of Failure to Make Payments. The Trustee shall notify the County of any failure by the County to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 9.6 Business Days. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

ARTICLE X LIMITATION OF LIABILITY

Section 10.1 Limited Liability of the County. Except for the payment of Payments from the Excise Tax Revenues and the State Shared Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the County contained in the Purchase Agreement and herein, the County shall have no pecuniary obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligations or the distribution of Scheduled Payments to the Owners by the Trustee.

Section 10.2 No Liability of the County for Trustee Performance. The County shall have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3 Indemnification of the Trustee.

(a) To the extent permitted by law, the County shall indemnify and save the Trustee, in its capacity as Trustee and Seller, and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) the use, maintenance, condition or management of, or from any work or thing done on, the Prior Project or any portion thereof or interest therein by the County; (2) any breach or default on the part of the County in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Prior Project or any interest therein; (3) any act of negligence of the County or of any of its agents, contractors, servants, employees or licensees with respect to the Prior Project; (4) any act of negligence of any assignee of, or purchaser from, the County or of any of its or their

agents, contractors, servants, employees or licensees with respect to the Prior Project; (5) the acquisition of the Prior Project or any interest therein; (6) the actions of any other party, including but not limited to the operation or use of the Prior Project or interest therein by the County; (7) the ownership of the Prior Project or interest therein; (8) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligations or in connection with any document or transaction contemplated herewith or therewith; or (9) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Obligations, including the costs and expenses of defending itself against any claim of liability arising under this Trust Agreement. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement by a lien prior to that for the Obligations. The obligations of the County hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the payment or prepayment of principal represented by the Obligations or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the County hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the Trustee shall notify the County in writing of such circumstances or action (the "Notification"). Failure to give such notification shall not affect the right of the Trustee to receive the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the County in order that the County may defend, compromise or settle any such matters or actions which may result in payment by the County hereunder. The County shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the County, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the County timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the County hereunder. The County shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the County shall pay all losses and the Trustee shall be fully released from such claim or action. If the County either fails to timely give its notice or notifies the Trustee that the County will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the County. In the event the County is required to and does indemnify the Trustee as herein provided, the rights of the County shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 10.4 Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

Section 11.1 Seller's Rights held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of the Excise Tax Revenues and the State Shared Revenues for the payment of the Obligations.

Section 11.2 Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of the Obligations and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; *provided, however*, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any circumstances to accelerate the payment dates of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Section 11.3 Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement shall be applied by the Trustee in the order following, in the case of the Obligations, upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 11.4 Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of the Obligations, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 11.5 Non-waiver. Except as otherwise provided in this Article, the Obligation Owners have the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of

Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owners of Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

Section 11.6 Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of the Obligations, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however*, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners of the Obligations.

Section 11.7 Limitation on Obligation Owners' Right to Sue.

(a) No Owner of any Obligation issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owners of the Obligations shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) said Owners shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal and proportionate benefit of all Owners of the Outstanding Obligations.

(c) The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Scheduled Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

**ARTICLE XII
MISCELLANEOUS**

Section 12.1 Defeasance.

(a) If and when any Outstanding Obligation or portion thereof shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal, interest and premium, if any, represented by such Obligations Outstanding, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before the payment date therefor, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all principal, interest and premium, if any, due represented by such Outstanding Obligations; or

(3) By depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the County in a report by an independent firm of nationally recognized certified public accountants acceptable to the Trustee and the County, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all principal, interest and premium, if any represented by such Obligations at their respective payment dates, which deposit may be made in accordance with the provisions of Section 7 of the Purchase Agreement; notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the County with respect to such Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to Owners or for the payment of any other amounts due and payable by the County hereunder or under the Purchase Agreement, shall be paid over to the County.

(c) Any Obligation or portion thereof in Authorized Denominations may be paid and discharged as provided in this Section; and provided, that if any of the Obligations will not be payable within sixty (60) days of the deposit referred to in paragraph (a), subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit by first class mail to the Owners.

(d) No Obligation may be provided for as described in this Section if, as a result thereof, or of any other action in connection with which the provisions for payment of such Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee, and the County may rely upon an opinion of Independent Counsel which is nationally recognized bond counsel to the effect that the provisions of this subsection will not be breached by so providing for the payment of any Obligations.

Section 12.2 Notices. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America

mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the County: Santa Cruz County, Arizona
2150 North Congress Drive
Nogales, Arizona 85621 Attention: County Manager

If to the Trustee: U.S. Bank National Association
101 North First Avenue, Suite 1600
Phoenix, Arizona 85003
Attention: Global Corporate Trust Services

Section 12.3 Incorporation of State Statutes.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the County may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the County if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County 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 of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. No basis exists for the County to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee.

The County retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the County including granting the County entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Trustee certifies it is not currently engaged in, and for the duration of this Trust Agreement will not engage in, a boycott of Israel. The term “boycott” shall have the meaning set forth in Section 35-393, Arizona Revised Statutes.

Section 12.4 Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 12.5 Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever

in this Trust Agreement either the County or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the County or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.6 Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 12.7 Destruction of Cancelled Obligations. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the County of any Obligations, the Trustee may destroy such Obligations and deliver a certificate of such destruction to the County instead.

Section 12.8 Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to “Articles,” “Sections,” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 12.9 Parties Interested Herein. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the County, the Trustee and the Owners, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Trustee and the Owners of the Obligations.

Section 12.10 Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.11 Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[Remainder of page left blank intentionally]

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

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By _____
Printed Name:
Title: Vice President

SANTA CRUZ COUNTY, ARIZONA

By: _____
Chairperson, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

EXHIBIT

(Form of Obligations)

Number: R-__

Principal Amount: \$_____

PLEDGED REVENUE REFUNDING OBLIGATION,
SERIES 2020

Evidencing a Proportionate Interest of the Owner
Hereof in Payments to be Made by
SANTA CRUZ COUNTY, ARIZONA

to
U.S. BANK NATIONAL ASSOCIATION,
as Trustee

<u>Interest Rate:</u>	<u>Maturity Date:</u>	<u>Dated Date:</u>
_____%	July 1, ____	_____, 2020

REGISTERED OWNER: Compass Mortgage Company

PRINCIPAL AMOUNT: THREE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Pledged Revenue Refunding Obligation, Series 2020 (this "Obligation") is the owner of an undivided, participatory, proportionate interest in the right to receive certain "Scheduled Payments" under and defined in that certain Fourth Purchase Agreement, dated as of _____ 1, 2020 (the "Purchase Agreement"), by and between U.S. Bank National Association (the "Trustee"), and Santa Cruz County, Arizona, a political subdivision under the laws of the State of Arizona (the "County"), which Payments (as defined in the hereinafter defined Trust Agreement) and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain Fourth Trust Agreement, dated as of _____ 1, 2020 (the "Trust Agreement"), by and between the County and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of this Obligation (the "Designated Office").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the payment date set forth above, the principal amount set forth above, representing a portion of the payments designated as principal coming due and to receive semiannually on January 1 and July 1 of each year commencing January 1, ____ (the "Interest Payment Dates"), until payment in full of said portion of principal, the registered owner's proportionate share of the payments designated as interest coming due during the period commencing on the last date on which interest was paid and ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the Dated Date specified above, subject to adjustment upon an Event of Default (as defined in the Trust Agreement) described in Section 9(a)(i)(A) of the Purchase Agreement. Said interest is the result of the multiplication of said

principal by the interest rate per annum set forth above or as provided in Section 9(a)(i)(A) of the Purchase Agreement. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each.

Except for the Scheduled Payment due on July 1, _____, said amounts representing the registered owner's share of the Scheduled Payments designated as interest and principal are payable in lawful money of the United States of America delivered by wire transfer from the Trustee to the registered owner in whose name this Obligation is registered at the close of business on the fifteenth (15th) day of the calendar month next preceding the Interest Payment Date to the account thereof as it appears on the registration books for the series of obligations of which this Obligation is a part (the "Obligations") maintained by the Trustee. Said amounts representing the registered owner's share of the Scheduled Payments designated as principal and interest due on July 1, _____ are payable when due upon surrender of this Obligation at the Designated Office.

The Trustee has no obligation or liability to the registered owners of the Obligation for the payment of interest or principal represented by the Obligation. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the County, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The County is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by resolution of the Board of Supervisors of the County adopted _____, 2020 (the "Resolution"). Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which the Obligations are delivered, the rights thereunder of the registered owners of the Obligations, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the County under the Purchase Agreement (including with respect to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owners of the Obligations, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Scheduled Payment thereof in accordance with such owner's Obligation.)

The obligation of the County to make the Scheduled Payments does not represent or constitute a general obligation of the County for which the County is obligated to levy or pledge any form of taxation nor does the obligation to make the Scheduled Payments under the Purchase Agreement constitute an indebtedness of the County, the State of Arizona or any of its political

subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances to accelerate the payment dates of the Obligations or otherwise declare any of the Scheduled Payments not then past due or in default to be immediately due and payable. (This Obligation represents an interest in a limited obligation of the County (as described herein), and no member of the Board of Supervisors, officer or agent, as such, past, present or future, of the County shall be personally liable for the payment hereof.)

The Obligations are executed and delivered only in fully registered, physically certificated form and the Obligations shall not be transferable or exchangeable, except as provided in the Trust Agreement.

This Obligation may be exchanged for an Obligation or Obligations of like series and aggregate principal amount in authorized denominations having the same payment date and interest rate.

This Obligation is transferable, in whole but not in part, by the registered owner hereof, in person or by his attorney duly authorized in writing, at the Designated Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Obligation. Upon such transfer a new Obligation or Obligations, of authorized denomination or denominations, for the same series and aggregate principal amount will be delivered to the transferee in exchange therefor. The County and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Obligation shall be overdue, and the County and the Trustee shall not be affected by any notice to the contrary.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

The Obligations are not subject to optional prepayment prior to their stated payment dates.

The Obligations are subject to mandatory prepayment and will be prepaid on July 1 of the respective years in the amounts set forth below by payment of a prepayment price equal to the principal amount of the Obligations to be prepaid plus interest accrued to the date of prepayment, but without premium:

Obligation Payable July 1, ____

Year
(July 1)

Principal
Amount

\$

(maturity)

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the execution and delivery of this Obligation have happened, have been done, do exist and have been performed in regular and due form and time as required by law.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the
“Transferor”), hereby sells, assigns and transfers unto _____ (the
“Transferee”), whose address is _____ and
whose social security number (or other federal tax identification number) is

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as attorney to register the transfer of
the within certificate on the books kept for registration and registration of transfer thereof, with
full power of substitution in the premises.

Date: _____

SIGNATURE(S) GUARANTEED BY:

Firm or Bank

Authorized Signature

Signature(s) guaranteed by a guarantor
institution participating in the Securities
Transfer Agents Medallion Program or
other guarantee program acceptable to the
Trustee or Registrar

NOTICE: No transfer will be registered and no
new certificate will be issued in the name of the
Transferee, unless that signature(s) to this
assignment correspond(s) with the name as it
appears on the face of the within certificate in
every particular, without alteration or
enlargement or any change whatever and name,
address and the Social Security Number or
federal employee identification number of the
Transferee is supplied.

The following abbreviations when used in the inscription on the face of the within certificate, shall
be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - _____ Custodian for _____
(Cust.) (Minor)

under Uniform Gifts/Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.



SANTA CRUZ COUNTY

Meeting Date: September 1, 2020

To: Board of Supervisors

From: Mary Dahl, Special Projects

Thru: Jennifer St. John, County Manager

Date: August 25, 2020

Subject: Discussion and Possible Action to enter into Professional Services Contract with the David E. Shambach Architect, Inc. (DESA) in the amount of \$52,800 for the Historic 1904 Courtroom Design Project (RFQ No. B-03-20-CO03) under the State of Arizona, Department of Housing (ADOH) FY19 Regional Account Community Development Block Grant agreement number 127-20.

Recommendation: Authorize the Chairman to sign contract with DESA for the CDBG Project.

Background: The County conducted a process to obtain proposals for design services for the CDBG 1904 Courtroom project approved by the Board. Two proposals were received and reviewed by a panel consisting of the County and City Planning Directors and myself.

As a result of that review and evaluation process, a recommendation emerged to award the design contract to David E. Shambach Architect, Inc. from Tucson. Mr. Shambach has done numerous projects utilizing CDBG funding and is also well-versed in historic restoration and preservation work. The contract amount is \$52,800. The contract includes the possibility of an additional authorization for services to have Mr. Shambach provide bidding support services and construction management for this project. The Board should recall that along with accepting this CDBG Planning/Design Grant came the obligation to direct the next County CDBG Regional Account grant to implementing the design project. Having DESA agree to assist with the bidding and construction management is integral to the success of this multi-year CDBG project.

Financial Implications: This contract amount is contained well within the approved budget for the CDBG project, so no County funds will be expended to meet this obligation.

Proposed Motion: Mr. Chairman, I move to approve the Professional Services Contract with the David E. Shambach Architect, Inc. (DESA) in the amount of \$52,800 for the Historic 1904 Courtroom Design Project.

Attachment: Contract



Professional Services Agreement

Santa Cruz 1904 Courtroom Design Authorization for Services RFQ #B-03-20-C003

THIS AGREEMENT is made and entered into this ____ day of____, 2020 by and between SANTA CRUZ COUNTY, hereinafter referred to as the COUNTY, and David E. Shambach Architect, Inc. (DESA), hereinafter referred to as the Consultant.

RECITALS:

A. WHEREAS The COUNTY is the recipient of a community development block grant (“CDBG”) from the Arizona Department of Housing for the purpose of developing plans, studies and designs for interior improvements to the Santa Cruz County 1904 Courthouse; and

B. The COUNTY is in need of professional Architectural and Engineering Design Services in order to design and oversee the construction as more fully set forth in the Request for Qualifications (“RFQ”); and

C. The COUNTY desires to implement such improvements under the general direction of the Arizona Department of Housing, Community Development Block Grant Program and Southeastern Arizona Governments Organization (“SEAGO”); and

D. The CONSULTANT has offered to provide the necessary Architectural and Engineering Design Services for the project in accordance with this Agreement.

NOW, THEREFORE, the parties mutually agree and contract as follows:

The CONSULTANT promises and agrees to perform the work, as described in this Agreement in a good, competent and professional manner to the complete satisfaction of the COUNTY and its designees. CONSULTANT’S COST SUMMARY, attached as Exhibit A, is incorporated herein by this reference, as is the, attached SUPPLEMENTAL PROVISIONS as Exhibit B. The documents are made a part of this Agreement as if the same were fully rewritten herein. In the event that any incorporated term or provision conflicts with this Agreement, this Agreement controls.

I. SCOPE OF SERVICES

- A. The CONSULTANT shall provide all of the materials and services required by this Agreement in accordance with recognized professional standards, and in a competent and acceptable form and manner, including:
- B. Provide all professional and basic services necessary to prepare all preliminary and final design plans, specifications, cost estimates and bid documents, including but not limited to: design, all surveying as needed, and documentation of existing conditions

as needed. Firm is to be in compliance with all local, county, state and federal codes and requirements. All construction must comply with current ADA regulations and guidelines.

- C. With the assistance of SEAGO, prepare a Construction Bid Document in compliance with all CDBG and Federal Labor Standards requirements and bid specifications.
- D. Ensure the requisite project sign is detailed in the bid specifications
- E. CONSULTANT shall submit two (2) copies of the preliminary bid document and construction bid package for review by SEAGO and make any necessary revisions prior to printing and prior to publication of the notice to bid.
- F. Submit plans for approval of the State Historic Preservation Office (SHPO) and for construction permit plan checks, before bidding for construction.
- G. Produce and provide up to 25 copies of the bid document and plans, for distribution during the bidding process.
- H. Participate in pre-bid and pre-construction conferences.
- I. Respond to contractor's questions during the bid period.
- J. Prepare construction and documents for review and approval by the COUNTY prior to execution.
- K. Review all construction bids and recommend the lowest and most responsive bid for construction.
- L. Oversee obtaining all required permits from the appropriate local, county, state and federal agencies.
- M. Interpret plans and specifications to contractor.
- N. Review and authorize progress payments to the contractor in accordance with the construction contracts.
- O. Review and process contractor change orders and submit to the COUNTY for approval.
- P. Provide advice and consultation to the COUNTY and its designees during the life of the Agreement and during construction, including but not limited to attending committee meetings, Board of Supervisors meetings and site inspections, as needed or requested.
- Q. Provide interim and final construction "walk-through" inspections of contractor's work in order to ensure construction according to specifications.
- R. Upon completion of the work, provide written confirmation that the work has been completed as required by the plans and that all conditions have been met for the release of any retention.
- S. Upon completion of the work, provide "before" and "after" project photos to SEAGO and the COUNTY.
- T. Ensure 2 full sets of hard copy as well as 2 electronic copies of "AS BUILT" plans are submitted to the COUNTY.
- U. The COUNTY, through SEAGO, shall be responsible for producing the following items:
 - 1. Prepare the advertisement for contract bid, have the advertisement published, and promote the project to contractors.

2. Provide the CONSULTANT with the required CDBG forms for inclusion in the bid package.
3. Maintain and update the bid register as needed during bidding process.
4. Prepare construction contracts and documents for review and approval by the COUNTY prior to execution.

V. The CONSULTANT agrees to complete the work by the completion date in the schedule.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described in the Scope of Services, the COUNTY shall pay the CONSULTANT the total lump sum fee of Fifty-Two Thousand Eight Hundred Dollars (\$52,800). Such sum shall constitute full and complete compensation for the CONSULTANT'S services, as identified in **Exhibit "A" - Cost Summary, Block 1 - Design and Documentation**. Compensation for **Block 2 - Permits/Bidding/CA** will be negotiated and agreed to as a separate Authorization for Services under this contract.

The COUNTY will pay the CONSULTANT following the submission of invoices(s) for the services rendered indicating the percentage of work completed. A progress report will be prepared by the CONSULTANT and will be included with each invoice. No payment shall be issued prior to receipt of material or service and a correct invoice, including progress report. Each invoice must bear written certification by an authorized COUNTY representative confirming the services for which payment is requested have been performed. The COUNTY agrees to pay all properly documented invoices, for accepted work within forty five (45) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail.

The designated recipients for such notices, invoices and payments are as follows:

CONSULTANT: David E. Shambach Architect, Inc.
261 North Court Avenue
Tucson, Arizona 85701
COUNTY: Santa Cruz County - Ref: 1904 Courthouse Project
c/o Mary Dahl, Special Projects
2150 North Congress Drive
Nogales, AZ 85621

III. DURATION AND RENEWAL

The CONSULTANT shall not commence any billable work or provide any material or services under this Agreement until CONSULTANT receives a purchase order, or is otherwise directed

to do so in writing by the COUNTY designee. The CONSULTANT shall complete all work to the satisfaction of the COUNTY in accordance with the Scope of Services in Section I, above.

All of the design services required by CONSULTANT under this Agreement, including preliminary and final design plans and specifications and preparation of the bid package, shall be completed within one hundred and eighty (180) days of the date of the notice to proceed.

Block 2 services will be authorized via a separate authorization for services and a new contract term specific to Block 2 services will be established at that time.

COUNTY has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

IV. TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT 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 CONSULTANT. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONSULTANT will be liable for any damage to the COUNTY resulting from CONSULTANT'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
 1. Abandonment of or failure by CONSULTANT to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or 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 adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or 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 CONSULTANT'S performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or

- permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONSULTANT, or CONSULTANT 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 drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT 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 CONSULTANT 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 CONSULTANT is determined; and
 3. Subject to the immediately preceding subparagraph 2., COUNTY's liability to CONSULTANT will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which COUNTY has not previously made payment.
- D. COUNTY will not terminate the Contract for default or charge CONSULTANT 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 CONSULTANT. 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 subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
 2. CONSULTANT, within seven (7) 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 reasonable judgment of COUNTY, the findings warrant such action, COUNTY may extend the time for completing the work.

- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, COUNTY determines that the CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if COUNTY had terminated the Contract for convenience.
- 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.

V. TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT 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 the COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

VI. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. CONSULTANT must comply with all applicable federal, state, and local laws, ordinances, and regulations. CONSULTANT shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. CONSULTANT shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the CONSULTANT.

VII. CONSULTANT'S STATUS

The status of the CONSULTANT is that of an independent contractor and CONSULTANT 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. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT is responsible for program development and operation without supervision by COUNTY.

VIII. CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional 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, CONSULTANT will obtain the approval of COUNTY.

CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT will correct or revise any errors, omission, 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 CONSULTANT found during or after the course of the services performed by or for CONSULTANT under this Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

IX. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the COUNTY and the CONSULTANT.

X. NON-APPROPRIATION

Notwithstanding any other provision in this Contract, this Contract may be terminated 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 will have no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

XI. 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.

XII. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT will indemnify, defend, and hold

harmless COUNTY, their officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY, their agents, employees or indemnities.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONSULTANT may fully indemnify and hold harmless any private property owner granting a right of entry to CONSULTANT for the purpose of completing the project. The obligations under this Article do not extend to the negligence of COUNTY, their officers, agents, employees or indemnities.

XIII. INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

- A. Minimum Scope and Limits of Insurance: CONSULTANT will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.
 - 1. Commercial General Liability (CGL) - Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products - completed operations.
 - 2. Business Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate DISTRICT Sole Proprietor or Independent CONSULTANT waiver form.

4. Professional Liability (Errors and Omissions) Insurance - This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

- B. Additional Insurance Requirements: The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:
1. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, their departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
 2. Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
 3. Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
 4. Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.
- C. Notice of Cancellation: For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Santa Cruz County Procurement Department, 2150 North Congress Drive, Room 119, Nogales, AZ 85621, FAX 520-761-7843.
- D. Verification of Coverage: CONSULTANT will furnish COUNTY with certificates of

insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

1. All certificates and endorsements, as required by this written agreement, are to be received and approved by 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. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 2. All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- E. Approval and Modifications: COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. CONSULTANT and sub-consultants 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 CONSULTANT, his agents, representatives, employees or subcontractors.

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 CONSULTANT from liabilities that might arise out of the performance of the work under this contract by the CONSULTANT, its agents, representatives, employees or subconsultants, and CONSULTANT is free to purchase additional insurance.

XIV. MISCELLANEOUS PROVISIONS

- A. Subconsultant. CONSULTANT will be fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT 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 SUBCONSULTANT, except as may be required by law.

All SUBCONSULTANTS shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the SUBCONSULTANT were the CONSULTANT referred to

herein. The CONSULTANT is responsible for Agreement performance whether or not sub-CONSULTANTS are used.

- B. Non-Assignment. CONSULTANT will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.
- C. Confidentiality. The CONSULTANT shall establish and maintain procedures and controls that are acceptable to the COUNTY for the purpose of assuring that no information contained in its records or obtained from the COUNTY or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the COUNTY.

All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the COUNTY and shall not be used by the CONSULTANT or any other person except with the prior written permission of the COUNTY.

- D. 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."
- E. Non-Discrimination. CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein including flow down of all provisions and requirements to any subconsultants. During the performance of this contract, CONSULTANT and its SUBCONSULTANTS will 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.
- F. American's With Disabilities Act. CONSULTANT will 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 CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT will 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 may result in the termination of this Agreement.

- G. Travel. Travel shall be reimbursable only within the rules and costs in accordance with the State of Arizona travel policy (<http://www.gao.az.gov/travel/>).
- H. Equal Opportunity. The CONSULTANT agrees to comply with the provisions of Arizona Executive Order 75-5 dated April 28, 1975 relating to Equal Opportunity.

XV. OTHER DOCUMENTS

The Parties in entering into this Contract have relied upon information provided in SFQ-PO-2000012, and on representations and information in the CONSULTANT'S response to said SFQ. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. CONSULTANT will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

XVI. 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.

XVII. 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.

XVIII. BOOKS AND RECORDS

CONSULTANT 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.

CONSULTANT 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, CONSULTANT may, at its option, deliver such records to COUNTY for retention.

XIX. DELAYS

Neither party hereto will be considered 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.

XX. DISPUTES

In the event of a dispute between the Parties 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 CONSULTANT'S counterpart official, such meeting to be held within one (1) 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.

XXI. OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract vest in and become the property of COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. COUNTY agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the CONSULTANT.

XXII. 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 CONSULTANT 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 CONSULTANT 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 must 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 CONSULTANT of the request for release, unless CONSULTANT 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. COUNTY will notify CONSULTANT of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not,

under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is County in any way financially responsible for any costs associated with securing such an order.

XXIII. LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONSULTANT'S employment of its employees, and with the requirements of

A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONSULTANT will further ensure that each subconsultant who performs any work for CONSULTANT 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 CONSULTANT and any subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any subconsultant'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 CONSULTANT to penalties up to and including suspension or termination of this Contract. If the breach is by a subconsultant, and the subcontract is suspended or terminated as a result, CONSULTANT must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subconsultant, (subject to COUNTY approval if SBE or MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT will advise each sub-consultant of COUNTY'S rights, and the sub-consultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONSULTANT hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONSULTANT'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that COUNTY may inspect the SUBCONSULTANT'S books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this contract subjecting SUBCONSULTANT 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 CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT'S approved construction or critical milestones schedule, such period of delay is excusable delay for which CONSULTANT is entitled to an extension of time, but not costs.

XXIV. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

XXV. 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.

**CONSULTANT: DAVID E. SHAMBACH
ARCHITECT, INC.**

APPROVED: BOARD OF SUPERVISORS

Signature

Signature

David E. Shambach

Bruce Bracker

Name

Name

President

Chairman, Board of Supervisors

Title

Title

**261 North Court Avenue
Tucson, AZ 85701**

**2150 North Congress Drive
Nogales, AZ 85621**

Address

Address

ATTEST:

Date

Tara Hampton, Clerk of the Board

APPROVED AS TO FORM:

George Silva, County Attorney



EXHIBIT A - Cost Summary

August 22, 2020

To:

Santa Cruz County
2150 N. Congress Drive
Nogales, Arizona 85621
Att: Mary Dahl, Special Projects

From:

David E. Shambach, Architect, Inc.
261 N. Court Avenue
Tucson, Arizona 85701

Re:

Fee Proposal for Professional Service-RFQ B-03-20-C003

Dear Mary and the Santa Cruz Board of Supervisors,

We are extremely pleased that David E. Shambach, Architect, Inc has been selected to provide design, engineering and architectural services required to produce drawings and supportive documentation to renovate the wonderful existing historic courtroom located in the Historic Santa Cruz County Courthouse, 21 E. Court Street, Nogales, Arizona.

This proposal is based on the RFQ project description, a site visit and follow up correspondence with Maty Dahl. I approve the use of the sample contract provided by Santa Cruz County and do not anticipate any major alterations to said contract will be required by the DESA team.

Project Understanding

The project consists of work required to renovate the existing courtroom per the detail and scope of work outlined in RFQ No. B-03-20-C003. The renovation is to be sensitive to and recognize the importance of this historic site while considering the need for a functional space useable by an adult education center who current occupies the building as well as other community groups.

A/E Team Scope of Work

The team has identified the follow tasks as the primary scope of work and will provide these tasks as required to meet the project objectives.

Evaluation and Research

- Evaluate pertinent existing drawings
- Preliminary site visit(s) with consulting engineers
- Creating as-built documentation
- Historic research and inquires
- Code review and evaluation

Back to Agenda

- Review existing reports and evaluations
- User interviews and program development

Design

- Renovation concepts and plan
- Furniture layout and concepts
- Millwork detailing and restoration strategies
- Lighting strategy and concepts
- Interior finishes and research
- Interior color boards
- Review IT and AV concepts with Santa Cruz IT staff and users

Engineering

- HVAC evaluation and drawings as required
- Electrical power evaluation and drawings as required
- Pathways and infrastructure associated with IT and AV equipment
- Structural site visit and evaluation of exposed exterior wall

Architecture

- ADA evaluation and detailing as required
- IBC evaluation and detailing as required

Documentation

- Reports as required
- Construction documents suitable for bidding and permit review
- Wood casework detailing and renovation drawings
- Cost of construction estimates
- Furniture and casework detailing as required
- Specifications suitable for bidding and code review

Bidding Support

- Attend pre-conferences
- Coordinate drawings and specification distribution
- Bidding documents and specifications as required by SEAGO

Historical Review and Conformation

- Submittal and coordination with Arizona State Historic Preservation Officer

Construction administration

- Sit visits
- Contractor/ owner coordination
- Site visit reports
- Shop drawing review
- Closeout support
- Final walk through report
- Coordinate as built documentation with the contractor
- Record submittal to Arizona State Historic Preservation Officer

Project Phasing and Schedule

The team will organize the tasks to be conducted under one or more of the phases as defined below. We estimate each phase will be accomplished within the noted time frames.

No	Phase/ Description	Estimated Time
1	Research/ Pre-Design & Schematic Design	2 Months
2	Design Development	2 Months
3	Construction Documents/ Specifications & Bid Docs	2 months
4	Bidding/ Construction Administration	8 months-TBD

Fees and Breakdown

For the work described the fees will be billed based on the percentage of work completed for each phase. Invoices will be presented monthly with payments due within 30 days.

No	Phase/ Description	Amount
1	Research/ Pre-Design & Schematic Design	\$17,000.00
2	Design Development	\$17,000.00
3	Construction Documents/ Specifications & Bid Docs	\$17,000.00
4	Bidding/ Construction Administration-To be negotiated in good faith when required.	TBD
5	Printing Allowance	\$1,800.00
	Grand Total	\$52,800.00

Additional Clarification

The architect recognizes that the project bidding, award, and construction schedule is yet to be determined. The architect intends to complete the tasks in two separate blocks of effort as follows and will agree to a contract expiration date of 06/2022 to accommodate a delayed construction schedule.

Block 1-Design and Documentation

This effort includes items 1-3 above and will be provided for: **\$52,800.00**

Block 2-Permits/ Bidding/ CA

This effort includes items 4-5 above and will be provided for upon request and required. Architect agrees to a "good faith" negotiation prior to beginning Block 2 tasks

Printing Allowance

Printing will be included under the contract per the requirements of Santa Cruz County

Trips and Mileage

Architects and engineers' trips and mileage have been included in the fee above

Please feel free to contact me if you have any questions or concerns about this proposal for services.

Thank you again for selecting the David E. Shambach, Architect team as your design professional. We look forward to starting to work on the project.

Sincerely,



David E. Shambach, Principle Architect

EXHIBIT "B" to RFQ #B-03-20-C003

SUPPLEMENTARY PROVISIONS

FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

These Supplementary Provisions amend and/or supplement the General Terms and Conditions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so amended or supplemented remain in full force and effect.

FEDERAL PROVISIONS

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS:

(49 CFR Part 21)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1.1 Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES: (49 CFR Part 20)

(1) No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS: (49 CFR Part 18.36(i))

RECORDS: The Contractor shall retain, and shall contractually require each sub firm to retain, all books, account reports, files, and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times during normal business hours. Upon request, a legible copy of any or all such documents shall be produced at the request of the COUNTY, Arizona Department of Housing, the Office of the Inspector General (HUD), and any other person or agency authorized by the COUNTY.

BREACH OF CONTRACT TERMS: (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

TRADE RESTRICTION CLAUSE: (49 CFR Part 30) (NECESSARY OR NO?)

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

(a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier

subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT: (49 CFR Part 18.36(i)(2))

(a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

(b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(c) If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.

(e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights

and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: (Title 49 CFR Part 29)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

OFFICE OF THE SANTA CRUZ
COUNTY ATTORNEY

GEORGE E. SILVA
County Attorney



Santa Cruz County Complex
2150 N. Congress Drive, Suite 201
Nogales, Arizona 85621
(520) 375-7780
FAX (520) 375-7909

MEMORANDUM

Date: August 18, 2020
To: Santa Cruz County Board of Supervisors
From: George E. Silva, Santa Cruz County Attorney

Subject: Consideration and possible action to approve the Provider Contract Title 36 Mental Health Services between Santa Cruz County and CBI Benson Inpatient, for the period of August 1, 2020 through June 30, 2023.

Recommendation: Approve acceptance of the Contract Title 36 Mental Health Services between Santa Cruz County and CBI Benson Inpatient.

Background: These services between the County and the Provider are to have qualified professionals perform evaluations of individuals to ascertain if a Title 36 Court Order is appropriate and they shall be provided in accordance with applicable law and the ethical standards.

Financial Implications:

This contract is a fee for service contract for professional mental health services. The County is obligated to provide evaluation services pursuant to Title 36, Arizona Revised Statutes. The maximum liability under the contract is \$200,000 per contract year. The contract provides for \$900 per day not to exceed three days, and \$150 per evaluation for a maximum of two evaluations, for a total maximum per patient of \$3,000.00.

Proposed Motion: “Mr. Chairman, I move to approve the Provider Contract Title 36 Mental Health Services between Santa Cruz County and CBI Benson Inpatient for the period of August 1, 2020 – June 30, 2023.

**PROVIDER CONTRACT
TITLE 36 MENTAL HEALTH SERVICES
BETWEEN
SANTA CRUZ COUNTY
AND
CBI BENSON INPATIENT**

This agreement is between CBI BENSON INPATIENT ("CBI"), an Arizona for profit corporation authorized to do business in Arizona, hereinafter called "Provider", and the COUNTY OF SANTA CRUZ, a political subdivision of the State of Arizona, hereinafter called "County".

RECITALS

- A. Pursuant to A.R.S. §§ 36-545.04 and 36-545.06, the County is obligated, in certain circumstances, to make available and pay for mental health screenings and evaluations for commitment of proposed patients who reside in Santa Cruz County and those who were found in Santa Cruz County prior to hospitalization;
- B. County and Provider desire to act jointly and cooperatively in developing and implementing a unified, cohesive and well-integrated system of mental health services for Santa Cruz County.
- C. County has the authority to enter into this agreement with the Provider for the provision of mental health services pursuant to A.R.S §§ 11-251, and 36-545.06.
- D. Provider operates inpatient services in Benson, Arizona, staffed by professionals qualified to perform pre-petition screening and evaluation of individuals to determine whether Title 36 proceedings are appropriate.
- E. Provider operates a psychiatric health facility in Benson, Arizona, which is a Level 1 facility.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, Provider and County agree as follows:

ARTICLE 1

TERM

1. This Agreement shall become effective 8/1/2020 and terminate on 6/30/2023, unless further extended pursuant to the provisions of Article 7. All parties hereto acknowledge that this Agreement is subject to cancellation by the County, pursuant to the provisions of Section 38-511 of the Arizona Revised Statutes.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 Provider will provide Title 36 pre-petition screening and evaluation services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes, and any other current and future applicable statutes, rules and regulations. In providing such services, Provider will function as the Title 36 pre-petition screening agency for the County and, when appropriate, as the Title 36 evaluation agency for matters initiated by the County. Provider will guarantee bed availability for County patients at its facility.

To facilitate pre-petition screening, all local law enforcement will be directed to transport any potential patient to the CBI BENSON INPATIENT'S drop off facility.

It is understood that neither the County nor the Provider assumes any duty or obligation to provide or pay for medical or mental health treatment, but only for pre-petition screening and evaluation services, and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e. non-evaluation costs, such as physical medical treatment) incurred by a patient before, during or after pre-petition screening and evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider.

- 2.2 All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.
- 2.3 County shall retain financial responsibility for the costs of evaluation services, court-appointed defense attorneys and actual court proceeding expenses for commitment actions brought under Title 36, Chapter 5, Article 4 and 5 of the Arizona Revised Statutes (A.R.S. §§ 36-520, *et seq.* and 36-533, *et seq.*, respectively). Costs for pre-petition screening remain the financial responsibility of the Regional Behavioral Health Authority ("RBHA"). Mental health services from the Provider shall not include independent evaluators.

- 2.4 Licenses: Provider certifies that it has procured and shall maintain all permits and licenses required in order to conduct business lawfully; and that it shall remain informed of and in compliance with all federal, state and local laws, ordinances and regulations that effect in any manner Provider's fulfillment of the contract.

ARTICLE 3
REIMBURSEMENT

- 3.1 The County agrees that it will reimburse the Provider for the costs associated with providing services to the County as follows:
- A. Evaluations, when appropriate, to determine if a Title 36 petition is warranted. Reimbursement for pre-petition screening remains the financial responsibility of the RBHA.
 - B. The Crisis Mobile Team or the Local Agency under the RBHA and/or the Provider, will be responsible for gathering witness statements and providing all required County documents, when appropriate.
 - C. Inpatient services for evaluation, treatment, report writing and testimony, at the rate of nine hundred dollars (\$900.00 USD) per day; plus one hundred and fifty dollars (\$150.00 USD) per psychiatric evaluation (maximum of two); said inpatient services shall be paid from the date of the filing of a Petition for Evaluation, up to and including the day before court ordered treatment, change to voluntary status or release from evaluation, or in any case of patients with AHCCCS coverage, County will be responsible for the first three days of court ordered evaluation, with remaining stay billable to the RBHA.

Invoices received by the County more than six (6) months following the date of service will not be paid pursuant to A.R.S. § 11-622.

- 3.2 Reimbursement for services shall be invoiced and payable on a monthly basis to:

Chief Civil Deputy
Santa Cruz County Attorney's Office
2150 N. Congress Drive, Suite 201
Nogales, Arizona 85621

- 3.3 The Provider agrees that the maximum amount payable under this contract for services and fixed costs will not exceed Two Hundred Thousand Dollars (\$200,000.00 USD) per contract year.

ARTICLE 4
INDEMNIFICATION AND INSURANCE

4.1 To the extent allowed by law, Provider shall defend, indemnify, and hold harmless Santa Cruz County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subProviders. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider agrees to waive all rights of subrogation against Santa Cruz County, its officers, officials, agents and employees for losses arising from the work performed by the Provider for Santa Cruz County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in the above paragraph.

4.2 Provider shall procure and maintain, until all of its obligations have been discharged under the Contract, 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 Provider, his agents, representatives, employees or subcontractors.

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 Provider from liabilities that might arise out of the performance of the work under this contract by the Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance.

A. Provider shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

The Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Damage to Rented Premises \$50,000
 - Each Occurrence \$1,000,000
- a. The policy shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.
- b. Provider must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse/Molestation coverage is included.” Policies/certificates stating that “Sexual Abuse/Molestation coverage is not excluded” do not meet this requirement.
- c. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: “Santa Cruz County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Provider.” Such additional insured shall be covered to the full limits of liability purchased by the Provider, even if those limits of liability are in excess of those required by this Contract.
- d. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of “Santa Cruz County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Provider.

2. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of “**Santa Cruz County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees**” for losses arising from work performed by or on behalf of the Provider.

3. Professional Liability (Errors and Omissions Liability)

Each Claim \$ 1,000,000

Annual Aggregate \$ 3,000,000

- a. If the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.
 - c. If the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B.** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:
- 1. The Provider's policies shall stipulate that the insurance afforded the Provider shall be primary insurance and that any insurance carried by the County, and its agents, officials, employees or the County shall be excess and not contributory insurance.
 - 2. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- 4.3 The Provider's breach of the above-mentioned indemnification and insurance provisions shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Santa Cruz County.

The Provider agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Provider agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

- 4.4 Provider shall provide Certificates of Insurance to the County evidencing that Provider is in compliance with the insurance requirements before work commences under the Contract. Provider shall use commercially reasonable efforts to ensure that no policy shall expire, be cancelled or changed without thirty (30) days written prior notification of the County. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificates of Insurance. Prior to commencing services, the Certificates of Insurance shall identify this contract and shall be sent directly to Santa Cruz County, at the address listed in Section 5.1(b).

ARTICLE 5
NOTICES

5. Any written notices required by the Agreement shall be addressed as follows:
 - a. Notices to Provider shall be addressed and mailed as follows:

John Hogeboom, CEO
Community Bridges, Inc.
1855 W. Baseline Rd., Ste. 101
Mesa, AZ 85202

- b. Notices to County shall be addressed and mailed as follows:

Kimberly J. Hunley, Chief Civil Deputy
Santa Cruz County Attorney's Office
2150 N. Congress Drive, Suite 201
Nogales, Arizona 85621

ARTICLE 6
RECORD KEEPING AND AUDITS

- 6.1 Provider shall provide to County monthly utilization reports indicating individuals served and number and type of services provided by the twentieth (20th) day of each month.

- 6.2 Provider agrees to maintain all records associated with this Agreement for a period of at least five (5) years. County and Provider agree to maintain and furnish each other such records and documents pertaining to the services provided pursuant to this Agreement, both medical and non-medical, as may be required by applicable Federal and State laws, rules and regulations. County and Department agree to facilitate the information and record exchanges necessary to Quality Management, Utilization Management or other programs required for their mutual benefit.
- 6.3 Provider shall allow County or County's designee reasonable access during regular business hours to specified health and medical records and any requested financial books, records or documents.
- 6.4 Provider in quarterly Community Mental Health Coalition meetings wherein Title 36 services are an issue. If issues arise that need addressing during a quarter, the parties agree to meet as necessary in Title 36 working group meetings.

ARTICLE 7
EXTENSIONS, AMENDMENTS AND TERMINATION

- 7.1 This document contains the entire Agreement of the parties and may not be changed orally. Any change, modification or extension of the Agreement must be in the form of a written amendment to this Agreement, signed by both parties hereto.
- 7.2 The parties may, by an amendment signed by both parties, extend this Agreement for additional two (2) year periods, not to exceed five (5) years. To be effective, an amendment extending the term of this Agreement must be executed by both parties at least sixty (60) days prior to the expiration of the current term. If not, this Agreement shall terminate on June 30th of the then current term.
- 7.3 Either party may terminate this Contract at any time, with ninety (90) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail to the other party's official mailing address.
- 7.4 This contract is not assignable, the County reserves the right to terminate this Contract, without notice, in the event that the Provider sells, transfers or conveys ownership of the hospital and/or if the Provider fails to perform its duties in accordance with this Contract.

ARTICLE 8
NON-DISCRIMINATION

8. Both County and Provider shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975; and the Federal Executive Order 112456, State Executive Order No. 7505; and A.R.S. §§ 41-1461, *et seq.*, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. Both County and Provider shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Both county and Provider shall comply with title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in services pursuant to this Agreement on the basis of race, color or national origin. Both County and Provider shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering services pursuant to this Agreement and with the provisions of the Americans with Disabilities Act of 1990, as amended.

ARTICLE 9
RELATIONSHIP OF PARTIES

9. Provider is an independent contractor of the County. Provider represents that he has or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. It is further agreed by Provider that Provider shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

ARTICLE 10
MISCELLANEOUS

- 10.1 The parties agree that all of the conditions set forth herein are material to the Agreement and a breach of any condition is a breach of the Agreement.
- 10.2 Each Article of this Agreement stands alone. Any Article of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, without invalidating the remainder of the Agreement.

- 10.3 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 on the part of the other, or to take any action permitted as a result thereof, 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.
- 10.4 Captions and headings are for index purposes only and shall not be used in construing this Agreement.
- 10.5 This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Santa Cruz County.
- 10.6 If any provision of this Agreement shall conflict with any provisions of the exhibits hereto, the provisions of the exhibits or modifications shall prevail.
- 10.7 The Provider and the County have read this Agreement and agree to be bound by all of its terms; and further agree that it constitutes the entire Agreement between the two parties and may only be modified by a written mutual Agreement signed by both parties.
- 10.8 The Provider shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any attempt to assign shall be void.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement, as indicated below:

CBI BENSON INPATIENT

SIGNATURE  _____
John Hogeboom, CEO
Community Bridges, Inc.
1855 W. Baseline Rd., Ste. 101
Mesa, Arizona 85202

DATE August 17, 2020

SIGNED by the Santa Cruz County Board of Supervisors this ___ day of _____, 2020.

Bruce Bracker, Chairman

Manuel Ruiz, Vice Chairman

Rudy Molera, Member

ATTEST:

Tara R. Hampton, Clerk of the Board

APPROVED AS TO FORM:

**Kimberly Hunley, Chief Civil Deputy
Santa Cruz County Attorney**



PROCLAMATION

DIAPER NEED AWARENESS WEEK SEPTEMBER 21 - SEPTEMBER 27, 2020

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

WHEREAS, national surveys and research studies report that one in three families struggles with diaper need and 48 percent of families delay changing a diaper to extend their supply; and

WHEREAS, children go through six to 12 diapers each day during the two to three years they wear diapers; and

WHEREAS, purchasing enough diapers to keep a baby or toddler clean, dry, and healthy can consume 14 percent of a low-wage family's post-tax income, making it difficult to obtain a sufficient supply; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, and may prevent parents from attending work or school, thereby hurting the family's economic prospects and well-being; and

WHEREAS, the people of Santa Cruz recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, these diaper banks and their staff and volunteers served on the front lines of Santa Cruz's COVID-19 pandemic response helping families in our communities weather the crisis; and

WHEREAS, while experiencing double, triple, or greater increase in demand for diapers due to the pandemic and economic shutdown, these diaper banks did everything in their ability to increase diaper distributions and support children and families in need of immediate assistance; now

THEREFORE, I, Bruce Bracker, Chairman of the Board of Supervisors of the County of Santa Cruz, do hereby proclaim the week of September 21st through September 27th, 2020 as:

"DIAPER NEED AWARENESS WEEK:

in the County of Santa Cruz, thank the aforementioned diaper banks, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Santa Cruz to donate generously to diaper banks, diaper drives, and those organizations that collect and distribute diapers to those struggling with diaper need, so that all of Santa Cruz's children and families can thrive and reach their full potential.

PASSED AND ADOPTED this 1st day of September, 2020.

Bruce Bracker
Chairman

Manny Ruiz
Vice-Chairman

Rudy Molera
Supervisor

The 20th Annual Tribute to Ranching, Working Ranch Horse Competition & Ranch Rodeo is scheduled for Saturday September 12th. This event takes place in the main arena. There will be around 150 contestants and usually draws around 150 spectators (mostly made up of the contestant's family). I have attached a map for the event.

The following are the safety guidelines and protocol we plan to implement.

Guidelines will include but will not be limited to:

- All activities will take place outside.
- All campers and trailers will park 6' apart.
- Masks will be encouraged of all attendees, staff, and volunteers.
- All contestants will sign and submit a liability releases form.
- Hand sanitizer and hand washing stations will be placed throughout the property.
- Hand sanitizer will be available at the check in table.

Signage:

- Social Distancing banners hung throughout the property
- CDC banners hung throughout the property and at the check in table, encouraging hand washing/sanitizing, masks, and safe social distancing.
- Waiver posters hung throughout the property
- SCCFRA posters hung asking people to social distance and wear a mask

Bar:

- Signage on the ground 6 feet apart leading up to the bar.
- Signage on bar asking people to practice safe social distance.
- All beverages served in cans.
- Straws will not be available for use.
- Bartenders will remain 6 feet from patrons.

Vendors:

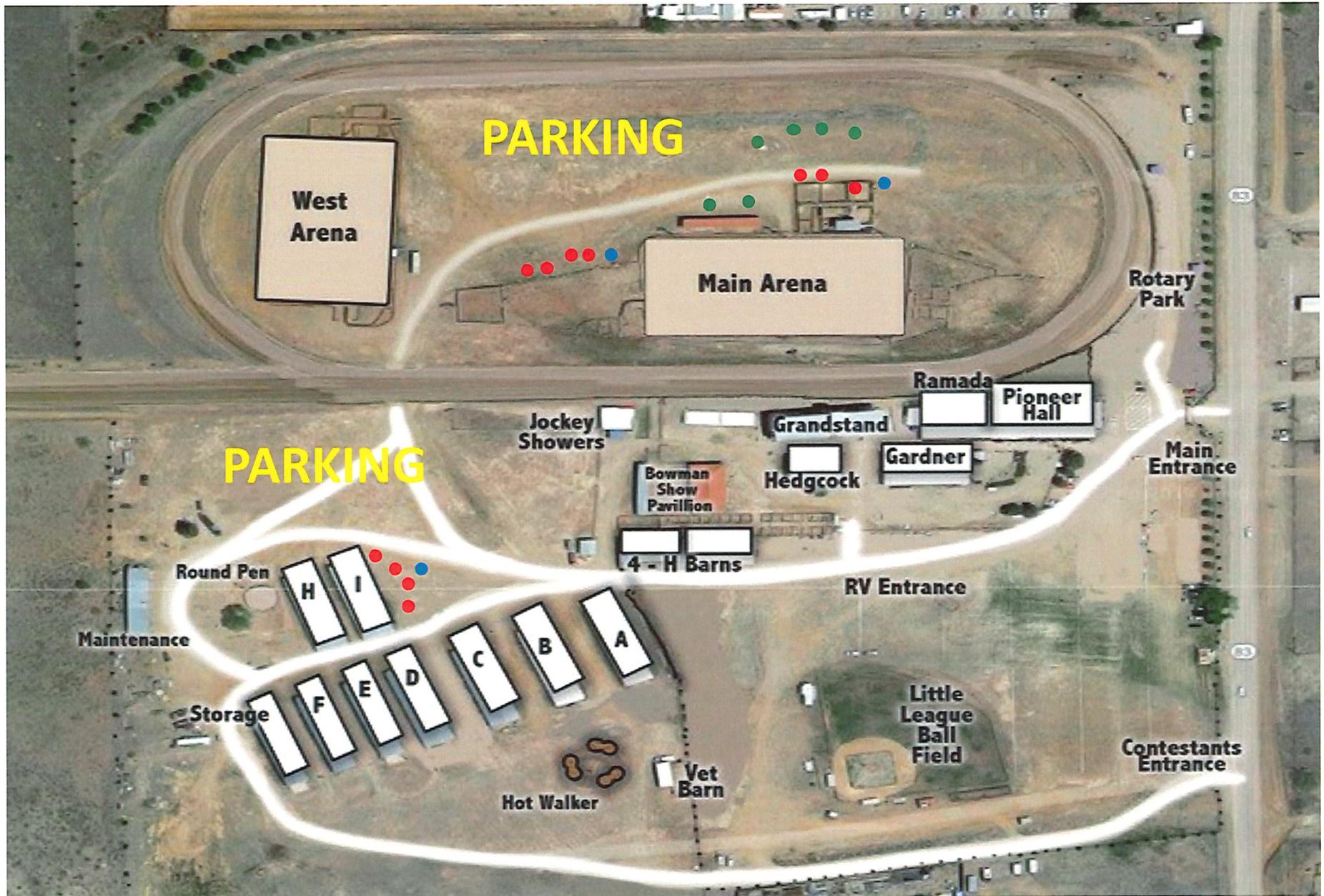
- Vendors will be spaced 6 feet apart.
- All food vendors will follow the CDC "Safety Recommendations and Standards for Food Distribution" (Attachment 1).
- All other vendors will be required to provide hand sanitizer and follow the CDC guidelines:
 1. Maintain good social distance (6 feet apart).
 2. Wash hands often with soap and water. If soap is not available, use a hand sanitizer that contains at least 60% alcohol.
 3. Routinely clean and disinfect frequently touched surfaces.
 4. Cover mouth and nose with a mask when around others.

Attachment 1:

COVID-19 Safety Recommendations and Standards for Food Distribution

To minimize COVID-19 transmission risk, Vendors are asked to enact the following recommendations regarding distancing, sanitation, and communication for the benefit of customers and farmers.

- ☑ Use social media and newsletters to communicate with vendors and customers that they should not come to the market if they are sick or have been in contact with someone who is sick.
- ☑ Provide adequate spacing for vendors' booths and equipment (cones, chalk, tape, spray paint) to ensure physical distancing (at least 6 feet between individuals) while entering the market, waiting in lines, and moving inside the market.
- ☑ Promote pre-ordering, alternate pick-up locations/procedures (including drive-thru), and delivery options.
- ☑ Encourage to-go options for food and beverages.
- ☑ Provide signage at market points of entry with information about safety protocols in place (i.e. Keep 6-foot distance; You Touch – You Buy; Look with eyes, Not with hands, etc.)
- ☑ Encourage vendors to provide at least two staff at every vendor's stand -- one person handling payment or money and a different person handling products.
- ☑ Provide fully stocked handwashing stations for vendors, customers, and market staff. Stations should include hand soap, portable water, graywater catch basin, single-use paper towels, and how-to signage about handwashing in relevant languages. Consider placing a station at the market entry and encourage attendees to wash hands before entering. Encourage vendors to bring their own fully stocked handwashing stations for their booths.
- ☑ Encourage vendors to supply hand sanitizer (with at least 60% alcohol) at their stations. Hand sanitizer should only be used as a last resort if handwashing is not available; you cannot sanitize soiled hands.
- ☑ Single-use gloves should only be worn if hands are washed before and after gloves are used. Gloves should only be used for one task (i.e. only handling produce – not produce and money) and should be replaced when switching tasks, after performing appropriate hand hygiene, or as soon as they are soiled/torn.
- ☑ Eliminate food sampling, tastings, and cooking demonstrations.
- ☑ Limit or eliminate non-essential/non-related services, such as bands, other entertainment, or seating areas that promote gatherings. Do not allow customers to bring pets to the market (service animals are not considered pets).
- ☑ Share factsheets and information about proper handwashing technique.
<https://www.cdc.gov/handwashing/posters.html>
- ☑ Place visible signage throughout the market with [CDC-recommended safety and behavior guidelines](#).
- ☑ Reach out to your local county environmental health departments. Find your county info [here](#).



● PORTA-POT UNITS

● HANDWASHING STATIONS

● VENDORS

Santa Cruz County Fair and Rodeo Assn. (SCCFRA)

105th Santa Cruz County Fair Safety Guidelines and Protocol

September 19, 2020

The 105th Santa Cruz County Fair will look much different than years past. The livestock shows will be held during the week with no spectators other than immediate family. The livestock shows will be kept under 50 people. The livestock auction will be a virtual auction only. The “substantially modified” fair will be a one-day event held on September 19th from 9:00 a.m. - 5:00 p.m. All activities will take place outside. The fair will feature a farmer’s market in the Rotary Park from 9:00 am – 12:00 pm, vendors, games, cornhole tournament, 3 entertainment acts, and an outdoor movie at sunset. Our fair will be set up similar to a small-time county fair with good, old fashioned family fun. Some of the activities will include: sack races, a pet parade, rubber duck fishing, water balloon toss, and an egg and spoon race. We will stagger all activities to keep crowds flowing. We believe we will attract around 300 people throughout the day with no more than 75 at a time.

The following are SCCFRA guidelines and protocol for the 105th Santa Cruz County Fair:

Signage (multiple copies of each sign will be located throughout the property):

- Social Distancing Banners “Please keep safe distance – 6 Ft. Apart”
- CDC banners, encouraging hand washing/sanitizing, masks, and safe social distancing.
- Waiver posters – Warning people of COVID risk.
- SCCFRA Social Distancing Signs – Encouraging people to social distance and wear a mask.
- Santa Cruz County Mask Mandate signs.

Main Gate Entrance:

- Free admission – no lines leading up to ticket booth or through the main gate

Vendors:

- Vendors will be spaced 6 feet apart.
- All food vendors will follow the CDC “Safety Recommendations and Standards for Food Distribution” (Attachment 1).
- All other vendors will be required to provide hand sanitizer and follow the CDC guidelines:
 1. Maintain good social distance (6 feet apart).
 2. Wash hands often with soap and water. If soap is not available, use a hand sanitizer that contains at least 60% alcohol.
 3. Routinely clean and disinfect frequently touched surfaces.
 4. Cover mouth and nose with a mask when around others.

Games:

- All games will be safely spaced apart.
- All lines will be monitored to follow safe social distance.
- Gloves and spray cleaner will be used to clean any surfaced touched during each game.

Ramada/Bar Areas (3 entertainment acts):

- Signage on the ground 6 feet apart leading up to the ticket booth and bar.
- Signage on bar asking people to practice safe social distance
- Tables spaced 6 feet apart.
- Bartenders will wear a mask.
- Cups will not be allowed to be reused.
- Straws will not be available for use.
- Bartenders will remain 6 feet from patrons.

Grandstands/Bleachers (outdoor movie):

- Small rows will be limited to one family each.
- Larger rows will be limited to 3 families each.
- Every other row will be marked off as unusable.

Bathrooms/Hand Washing Stations/Hand Sanitizer:

- We will bring in additional hand washing stations and place them strategically.
- Hand sanitizer will be available at the bars, bathrooms, all games and activities, and every vendor booth.

SCCFRA will post the approved guidelines and protocol online.

SCCFRA will post the current Proclamation of the Santa Cruz County Board of Supervisors mandating face coverings in public.

Attached (Attachment 2) is a map of the fairgrounds outlining the different areas discussed in the protocol.

Attachment 1:

COVID-19 Safety Recommendations and Standards for Food Distribution and Purchases at Arizona Farmers Markets

To minimize COVID-19 transmission risk, Arizona farmers markets are asked to enact the following recommendations regarding distancing, sanitation, and communication for the benefit of customers and farmers.

Farmers Market Management Team:

- ☑ Use social media and newsletters to communicate with vendors and customers that they should not come to the market if they are sick or have been in contact with someone who is sick.

- ☑ Provide adequate spacing for vendors' booths and equipment (cones, chalk, tape, spray paint) to ensure physical distancing (at least 6 feet between individuals) while entering the market, waiting in lines, and moving inside the market.

- ☑ Promote pre-ordering, alternate pick-up locations/procedures (including drive-thru), and delivery options.

- ☑ Encourage to-go options for food and beverages.

- ☑ Provide signage at market points of entry with information about safety protocols in place (i.e. Keep 6-foot distance; You Touch – You Buy; Look with eyes, Not with hands, etc.)

- ☑ Encourage vendors to provide at least two staff at every vendor's stand -- one person handling payment or money and a different person handling products.

- ☑ Provide fully stocked handwashing stations for vendors, customers, and market staff. Stations should include hand soap, portable water, graywater catch basin, single-use paper towels, and how-to signage about handwashing in relevant languages. Consider placing a station at the market entry and encourage attendees to wash hands before entering. Encourage vendors to bring their own fully stocked handwashing stations for their booths.

- ☑ Encourage vendors to supply hand sanitizer (with at least 60% alcohol) at their stations. Hand sanitizer should only be used as a last resort if handwashing is not available; you cannot sanitize soiled hands.

- ☑ Single-use gloves should only be worn if hands are washed before and after gloves are used. Gloves should only be used for one task (i.e. only handling produce – not produce and money) and should be replaced when switching tasks, after performing appropriate hand hygiene, or as soon as they are soiled/torn.

- ☑ Eliminate food sampling, tastings, and cooking demonstrations.

- ☑ Limit or eliminate non-essential/non-related services, such as bands, other entertainment, or seating areas that promote gatherings. Do not allow customers to bring pets to the market (service animals are not considered pets).

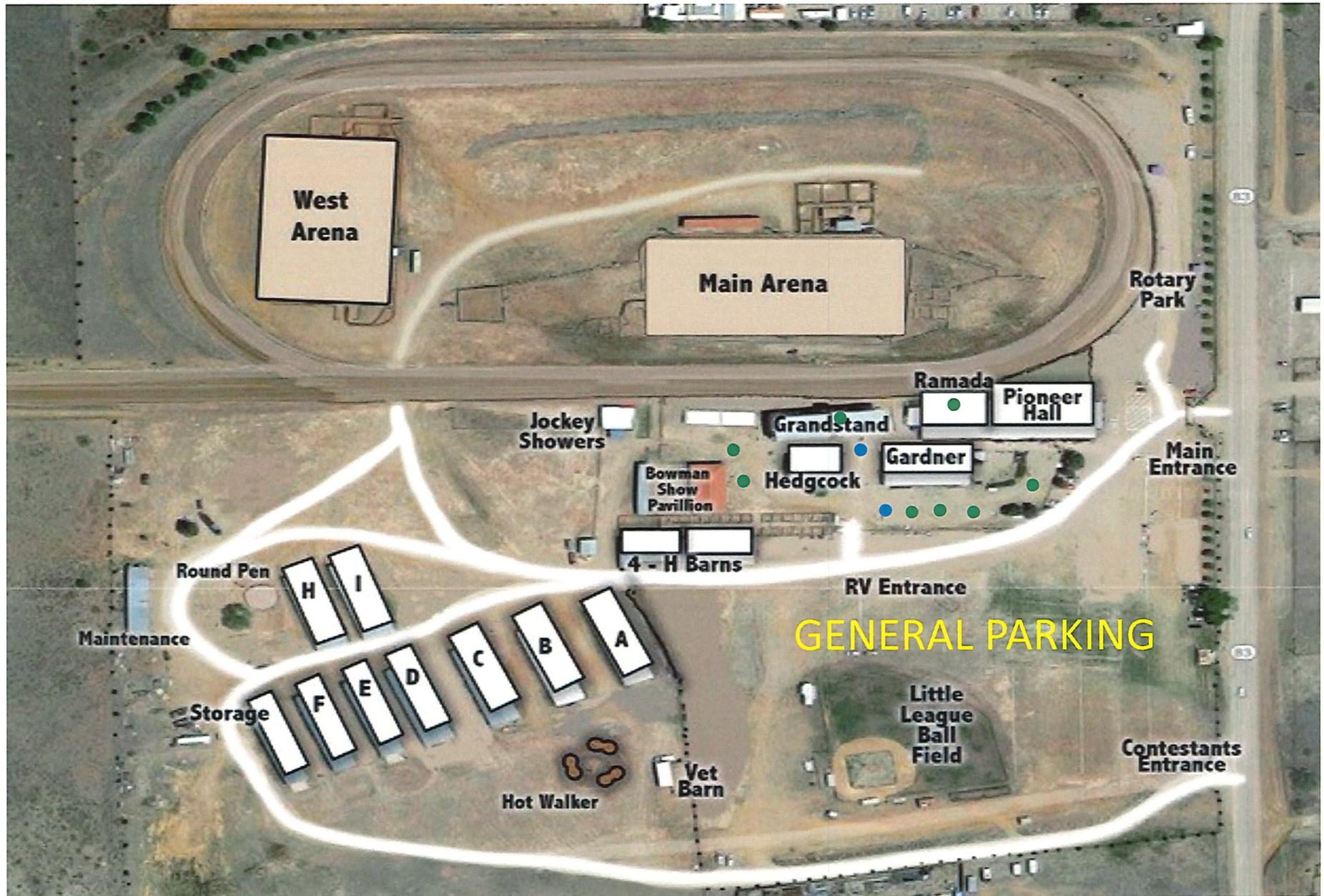
- ☑ Share factsheets and information about proper handwashing technique.
<https://www.cdc.gov/handwashing/posters.html>

- ☑ Place visible signage throughout the market with [CDC-recommended safety and behavior guidelines](#).

- ☑ Reach out to your local county environmental health departments. Find your county info [here](#).

Farmers Market/ Community Supported Agriculture Pick-up Sites:

- ☑ Do not come to the market if you are sick; ask someone else to attend/work on your behalf.
- ☑ Do not allow customers to touch anything other than what they are buying. Limit customers inside the booth when possible to facilitate physical distancing.
- ☑ Where possible, place a table or some other barrier between the customer and vendor, with food/products behind the vendor.
- ☑ If able, provide your own fully stocked handwashing equipment. Stations should include hand soap, portable water, graywater catch basin, single-use paper towels, and how-to signage about handwashing in relevant languages.
- ☑ Gloves and hand sanitizer are not a replacement for handwashing.
- ☑ Staff each booth with at least two people -- one person handling payment or money and a different person handling products. If you're a one-person operation, consider only accepting exact cash, check, or credit card.
- ☑ Where possible, utilize tap-to-pay, prepay options, or smart phone pay options (i.e. PayPal, Venmo). When running card transactions, use manual entry without touching the card, utilize "chip dip" card readers, and/or remove signature authorization so that only one person is touching the device.
- ☑ Minimize hand-to-hand exchange of products.
- ☑ Consider creating prepackaged or pre-bagged items that customers can quickly pick up, with online pre-ordering when available.
- ☑ Where possible, choose easily sanitized surfaces for your booth, such as non-porous plastic and metal instead of wood and fabric.
- ☑ Perform routine environmental cleaning of frequently touched surfaces (i.e. displays, table surfaces, payment devices). Use a bleach-and-water solution (0.1% solution; 1:50 dilution) or disinfectant with a label that says "EPA approved" for killing bacteria and viruses. Always follow directions on product labels.
- ☑ Enhance safety protocols for all farm/market employees, including promoting good hygiene practices including handwashing and sanitation, utilizing sick policy, and designing work tasks and breaks to promote physical distancing. See "Sanitation" section on Produce Safety Alliance website:
<https://producesafetyalliance.cornell.edu/resources/general-resource-listing>



- HANDWASHING STATIONS
- VENDORS/GAMES

JOHN F. MUNGER
MARK E. CHADWICK *
THOMAS A. DENKER
ROBERT J. METLI
DAVID RUIZ **
ANDREW H. BARBOUR ***
ZACHARY L. COHEN
JOHN G. ANDERSON
* Also Admitted in Colorado
*** Also Admitted in California
*** Also Admitted in Connecticut

**MUNGER, CHADWICK
& DENKER, P.L.C.**
ATTORNEYS AT LAW
A PROFESSIONAL LIMITED LIABILITY COMPANY
NATIONAL BANK PLAZA
333 NORTH WILMOT, SUITE 300
TUCSON, ARIZONA 85711
(520) 721-1900
FAX (520) 747-1550
MungerChadwick.com

OF COUNSEL
GREG PATTERSON
CLARK W. WATKIN, JR.
STEVEN W. BLOCH*
CRAIG MARKS
JEFFREY H. JACOBSON
*Admitted only in Washington DC

PHOENIX OFFICE
CONCORD PLACE
2999 N 44th Street, Suite 130
Phoenix, Arizona 85018
(602) 374-4890
FAX (602) 441-2779

August 19, 2020

Santa Cruz County Board of Supervisors
Santa Cruz County Health Director
Santa Cruz County Health Department
2150 N Congress Drive
Nogales, AZ 85621

RE: Los Charros Del Desierto, Inc. – Annual Horseback Ride Event October 21-25, 2020
Vera Earl Ranch, Sonoita

Dear Santa Cruz County Board of Supervisors,

This letter is written on behalf of Los Charros Del Desierto, Inc., an organization of horsemen who have been riding annually in Santa Cruz County and other parts of southern Arizona for over 62 years. The Ride consists of approximately 100 riders plus wranglers and kitchen staff. The riders ride horses every day and enjoy the beautiful weather and scenery in southern Arizona in October.

The purpose of this letter is to seek the approval of Santa Cruz County to undertake the Ride during the above-referenced time period. We fully understand the implications and concerns about the coronavirus epidemic in Arizona and most of the country. As such, we will be modifying camping and riding conditions this year in many ways to make the Ride safe and to properly social distance. Amongst other precautions, we will be providing handwashing stations with soap as well as sanitizer throughout the camp. We will also be providing porta-potties that will be serviced and cleaned daily, including spraying disinfectant on all handles, walls, seats, etc., to disinfect same. We will be modifying our activities in the dining hall to change from self-service in the buffet line to having kitchen staff serve individual meals to the riders at all meals. In addition, we will be serving the meals in stages so that riders can properly social distance while seated at the dining tables. Further, we will be warning each rider in writing that it is his responsibility to maintain social distancing from other riders throughout the ride and to mask if possible.

Member of



We understand that Santa Cruz County has allowed the SAILA livestock show and the Santa Cruz County Rodeo and other large events to operate during this unique period. We hope that Santa Cruz County will grant the Los Charros Ride to also continue this year with all of the additional precautions described above to prevent the spread of coronavirus.

Would you kindly provide us with the County's approval of this request.

Should you have any questions or comments, please do not hesitate to call me at 520-631-6400.

Very truly yours,

MUNGER, CHADWICK & DENKER, P.L.C.

John F. Munger

JFM:pll

Cc: Chris Gronlund

- Parking area
- **Wide open plenty of area for social distancing**
- Sleeping area including spacing for the cots
- **Most riders have there own acomdations (RV,Horse trailer,tents there are a few sleeping tents provided only two sides will be installed for circluaion and all cots will be six feet apart and a max of eight people)**
- Camp fire including spacing for seating
- **Ciclular seating around fire six feet apart**
- Bars including spacing for people waiting for a drink
- **Bar is outside with plenty of space for social distancing. Drinks are served by a professional bar tender and all cups will be desposed of after each drink**
- Food preparation / Food serving plan
- **All food will be prepared and served by a perfersional catering company. Only food servers will be allowed to handel serving utinsells. All plates, forks, spoons, knives and cup will be deposed of after use**
- Dining accommodations with spacing
- **Large open tent with plenty of spacing for social distancing. Meals will be served in shifts to acomadate for plenty of room**
- Wrangler accommodations
- **Wranglers have there own camp site. They sleep in individual tents or cots with plenty of spacing**
- Restrooms / Hand sanitizing station

Member of



- Restrooms / Hand sanitizing station will be provide by a professional sanitation company (we usually use Stanback Septic) Restrooms / Hand sanitizing station will be serviced and disinfected daily
- Other amenity we are planning
- Masks will be encouraged and stationed though out the camp site

Member of



Los Charros Camp 2020

Write a description for your map.

Legend



MEMORANDUM

TO: Honorable Chairman and Members of the Board of Supervisors
FROM: Tara Hampton, Clerk of the Board/Elections Director
DATE: August 19, 2020
RE: AZVote Safe Program Grant
CC: Jennifer St. John, County Manager

RECOMMENDATION: Staff recommends that the Board approve and accept the AZVote Safe Program Grant #EMRT-CRF-21-1019, administered through the State of Arizona's Office of the Governor with funds from the U.S. Department of the Treasury CARES Act, effective 03/28/20 – 12/03/20, in the amount of \$123,935.

BACKGROUND: The State of Arizona's Office of the Governor designed the program to support Arizona's county elections departments with funding to help mitigate the impact of COVID-19 on upcoming elections. Santa Cruz County Recorder's Office and Elections Department has been awarded a the AZVote Safe Program grant in the amount of \$123,935.

FINANCIAL IMPLICATIONS: There are no financial implications as this grant does not require a match by the County.

PROPOSED MOTION: Motion to approve and accept the AZVote Safe Program Grant #EMRT-CRF-21-1019, administered through the State of Arizona's Office of the Governor with funds from the U.S. Department of the Treasury CARES Act, effective 03/28/20 – 12/03/20, in the amount of \$123,935.



DOUGLAS A. DUCEY
GOVERNOR

STATE OF ARIZONA
OFFICE OF THE GOVERNOR

EXECUTIVE OFFICE

August 17, 2020

Dear Chairman Bracker:

I am pleased to inform you that we are awarding \$123,935 from the AZVote Safe Program to Santa Cruz County. We appreciate your leadership and partnership during this difficult time. This program was designed to support Arizona's county elections departments with funding to help mitigate the impact of COVID-19 on upcoming elections.

As you know, the health and safety of our state is our top priority and ensuring that each county is able to provide secure and safe polling location access for the upcoming 2020 election is the key focus of the AZVoteSafe Program.

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
AZVote Safe Program

ERMT Grant Number: ERMT-CRF-21-1019

Award Amount:\$123,935

Grant Agreement Terms and Conditions

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

I. Purpose

Supporting statewide and county elections and recorder agencies with funding to combat the coronavirus pandemic for the 2020 Federal election cycle through the distribution of the U.S. Department of 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 28, 2020 through December 3, 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, 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 after the November 3, 2020 election date.
- 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 grant solicitation.

Responsibilities of the Grantor:

- a. Grantees will be required to submit bi-weekly financial reimbursement requests with actual expenditures incurred. Reports must contain all back up documentation related to the request for reimbursement. Back up documentation may include but is not limited to receipts, purchase orders, invoices, proofs of marketing materials, written explanation of expenditures, etc.

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
- d. Property

- b. Procurement
- c. Personnel
- e. Travel

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**

Grantees will be required to submit bi-weekly reimbursement requests with actual expenditures incurred, including:

- a. the total amount of funding received from the AZVote Safe Program;
- b. the amount of funding received that was expended or obligated for each project or activity;
- c. any receipts, invoices, purchase orders, proofs of marketing materials, written explanation of expenditures;
- 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. Payments

Grantee reimbursements are based only on expenditures approved in its Application

budget and budget narrative. A Grantee shall be reimbursed initially for allowable, allocable and reasonable costs related to the COVID-19 public health emergency for the time period of March 28, 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 expenses in its application or submit further reimbursement request(s) of its actual expenses 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. The Grantee shall use the forms provided by the Grantor to submit reimbursement requests.

Grantee must:

- a. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

State of Arizona
Office of the Governor
AZVote Safe Program
Special Conditions

1. Grantee agrees that in any publications, marketing, voter outreach, or educational materials (written, visual, or sound), the election official's name but not likeness is permitted and must utilize guidance from the [U.S. Election Assistance Commission](#), the [Election Management Resources](#), and adhere to the following guidelines:
 - a. For print media or mail, the size of font used for the election official's name must not exceed a height of more than 1/4 inch, unless it is included in the organization masthead or letterhead, where it may not exceed 1/2 inch in height. b. The use of the election official's party information/affiliation outside of identifying a primary election is prohibited.
2. If the Grantee is utilizing grant funds to purchase, lease, or rent mobile voting units, the Board of Supervisors must approve: (a) the use of the mobile unit(s) for voting purposes for each election; and (b) the locations and dates on which mobile unit(s) will be used for voting purposes in the election. The County Recorder must promptly publicize the approved locations and dates, including posting the information on the County Recorder's website. The Board of Supervisors may authorize the County Recorder to make necessary modifications to the approved locations and dates for good cause. If such modifications are made, the County Recorder shall promptly notify the Board of Supervisors and update any public postings of the locations and dates. The County Recorder shall ensure that mobile voting units are utilized and operated in a manner that provides meaningful access and accommodations for voters with disabilities and, to the extent practicable, provides reasonable access to political party observers, allows political activity outside of the seventy-five foot limit prescribed by [A.R.S. 16-515](#), and if used as an Election Day voting location, complies with the provisions of [A.R.S. 16-615](#) related to the secure delivery of returns.
3. If the Grantee is utilizing grant funds to purchase, lease, or rent mobile voting units or non-traditional voting locations, the Grantee agrees to provide all contract materials, an address of where the units are located, supporting documentation that these locations have been approved by the respective county's Board of Supervisors, and a plan of how the Grantee or Sub-grantee will communicate the location and hours with the public.
4. If the Grantee is utilizing grant funds to pay for poll worker expenses, the Grantee must comply with all provisions of [A.R.S. 16-531](#).
5. Grantee agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
6. Grantee agrees that activities funded under this award will be closely coordinated with related activities supported by the AZVoteSafe Funds. Grant funds may only be used for the purposes

in the Grantee's approved application. Grantee shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior consultation with the ERMT.

7. Grantee agrees that it will submit financial and activity reports to the Governor's Office in a format provided by the Office, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received. Extensions for financial and activity reports may be requested by emailing ospber@az.gov. Financial reports must include all supporting documentation related to the request for reimbursement.

a. Supporting documentation, includes but is not limited to receipts, contracts, purchase orders, invoices, proofs of marketing materials, written explanation of expenditures, etc. b. If the Grantee is utilizing grant funds to purchase marketing, voter outreach, or educational materials, the grantee agrees that they will provide all contractual agreements and the following information: the name of the vendor utilized for the materials, the type of marketing, voter outreach or educational material (written, visual, sound, etc), and the geographic location and demographics of the target recipients of said materials.

8. Grantee agrees funds shall not be used to supplant Federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

9. Grantee agrees to cooperate with any assessments, evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. Grantee acknowledges any expenditures which have occurred outside of the approved budget are done so at the risk of the grantee and are not guaranteed reimbursement by the AZVoteSafe grant program.

11. Grantee acknowledges any expenditures not approved in the grant application or financial reports submitted are not reimbursable by the AZVoteSafe grant program.

12. Grantee agrees it may not utilize funding to create subgrants unless pre-approval has been given by the Governor's Office.

13. Grantee must maintain inventory records of all property purchased with grant funds. Disposition of this property shall be in accordance with [2 CFR § 200.313](#).

14. Grantee understands record retention is subject to [2 CFR §215.53](#).

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

FOR GRANTEE:

Authorized Signatory _____ Date _____

Printed Name and Title _____

Additional signature(s) if required by political subdivision _____ Date _____

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):

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

FOR GOVERNOR'S OFFICE:

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



Award Notification Letter

Dear Tara Hampton,

An award package has been created by Arizona for the following program solicitation:

Project: AZVoteSafe

Program: AZVoteSafe Program

Approved Amount: \$123,935.00

Federal Awards:

- US16728 U.S. Department of the Treasury: Coronavirus Aid, Relief, and Economic Security (CARES) Act: Coronavirus Relief Fund - FY 2020: \$123,935.00
 - Agency: U.S. Department of the Treasury
 - Fiscal Year: 2020
 - CFDA: 21.019

Total Federal: \$123,935.00

Other Awards: No non-federal funds were included in this award.

Total Match: \$0.00

Period of Performance: 03/28/2020 - 12/03/2020

Award/Contract Number: EMRT-CRF-21-1019

Ein: 866000559

CALL FOR BIDS

BID NO. B-06-20-CO06

**LEGAL PUBLICATIONS AND ADVERTISING
2020-2021**

Notice is hereby given that sealed bids will be received by the Clerk of the Board of Supervisors, Santa Cruz County, Arizona, in the County Complex, 2150 N. Congress Drive, Room #119, Nogales, Arizona, until the hour of 5:00 p.m., on Tuesday August 18, 2020, for Santa Cruz County legal advertising, publishing and miscellaneous notices required by Santa Cruz County officials and by law a county charge. In compliance with A.R.S. §39-201 and 39-202, the Affidavit of Publisher must accompany each bid as well as proof that the newspaper is published within the State of Arizona and its publication is regularly issued for dissemination of news of a general and public character at stated short intervals of time. In addition, bidders will be required to obtain a sample of a public notice from which they will produce a printed version. The cost per column inch and the total cost of the printed sample shall determine the successful bidder.

Bids must be accompanied by a \$50.00 certified bid bond, which will be retained by the Board of Supervisors to assure total compliance with bid specifications, and it shall be returned upon termination of the contract. Bid bonds will be returned to unsuccessful bidders. The Board of Supervisors reserves the right to reject any or all bids and to waive irregularities in the bids. Bids will be opened at the Board of Supervisors meeting on Tuesday, September 1, 2020, at or about 9:30 a.m.

Tara Hampton
Clerk of the Board of Supervisors
Santa Cruz County, Arizona

Please publish August 7 & August 11, 2020.



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, September 1, 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 to listen and view the meeting by following these steps:

- Dial (669)900-6833
- Enter the Meeting ID: 914 664 2271
- Presentation Zoom Meeting Link: <https://us02web.zoom.us/j/9146642271>

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
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 August 31, 2020 at 5:00PM for the September 1, 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 28th day of August, 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

AGENDA

September 1, 2020 at 9:30 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

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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. FLOOD CONTROL

1. Director's/Project Report
2. Monthly Report from City of Nogales
3. Monthly Report from the Town of Patagonia
4. Public Comment

G. EXECUTIVE SESSION

1. Pursuant to A.R.S. §38-431.03(A)(1) discussion and evaluation of work performance of County Manager, Jennifer St. John (Req: County Manager)

H. ACTION ITEMS

ACTION TAKEN

1. Discussion/possible action for authorization to fill vacant Juvenile Probation Officer position (Req: Probation) approved
2. Discussion/possible action to approve the appointment of the following individuals to the Santa Cruz County Local Workforce Development Board for a three-year term: (Req: WIOA)
 - a. Alicia Paz approved
 - b. Ramses Giron approved
 - c. Richard Brennan approved
3. Discussion/possible action to approve the reappointment of the following individuals on the Santa Cruz County Local Workforce Development Board for a three-year term: (Req: WIOA)
 - a. Norma Lucero approved
 - b. Victor Hetherington approved
4. Discussion/possible action to approve a contract with James E. Mize for the Santa Cruz County One Stop Operator to coordinate Workforce Innovation and Opportunity Act activities effective September 1, 2020, in the amount of \$10,000 (Req: WIOA) approved
5. Discussion/possible action to approve the Workforce Innovation and Opportunity Act, Workforce Development Board Conflict of Interest Policy approved
6. Discussion/possible action to approve the Workforce Innovation and Opportunity Act, Chief Elected Official and Workforce Development Board agreements: (Req: WIOA)
 - a. Service Delivery approved
 - b. Shared Governance approved
7. Discussion/possible action to accept the funding provided by the Arizona Attorney General's Office for the purchase of law enforcement safety equipment in the amount of \$25,000 (Req: Sheriff) approved
8. Discussion/possible action to approve an Intergovernmental Agreement (IGA) Contract No. IGA2021-053 with the Arizona Department of Health Services for COVID-19 Complaint Referrals effective September 1, 2020 through August 31, 2021, in the amount of \$25,000 (Req: Health Services) approved
9. Discussion/possible action to approve an Intergovernmental Agreement (IGA) Amendment, Contract No. ADHS 18-177689 with the Arizona Department of Health Services for Immunization Services (Req: Health Services) approved
10. Discussion/possible action to approve an amendment to the Subcontract Agreement with Mariposa Community Health Center, Inc., for the Arizona Department of Health Services Immunization Program, Contract #ADHS18-177689 (Req: Health Services) approved
11. Discussion/possible action to adopt Resolution No. 2020-12 approving the form and authorizing the execution and delivery of a Third Amendment to First Purchase Agreement, a Fourth Purchase Agreement, a Fourth Trust Agreement and other necessary agreements and instruments and documents; approving the sale and execution and delivery of not to exceed \$5,250,000 aggregate principal amount of Pledged Revenue Refunding Obligations evidencing a proportionate interest of the owners thereof in the Fourth Purchase Agreement; accepting a proposal for the purchase of the Obligations; delegating authority to the County Manager and Administrative Services Director of the County to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency (Req: Administrative Services) approved
12. Discussion/possible action to enter into a Professional Services Contract with the David E. Shambach Architect, Inc. (DESA) in the amount of \$52,800 for the Historic 1904 Courtroom Design Project (RFQ No. B-03-20-CO03) under the State of Arizona, Department of Housing (ADOH) FY19 Regional Account Community Development Block Grant agreement number 127-20 (Req: Special Projects) approved
13. Discussion/possible action to approve a provider contract with CBI Benson Inpatient for Title 36 Mental Health Services effective August 1, 2020 through June 30, 2023 (Req: County Attorney) approved
14. Discussion/possible action to approve Proclamation designating September 21 – September 29, 2020 as Diaper Need Awareness Week (Req: Supervisor Molera) approved
15. Discussion/possible action to approve/disapprove the following events to be held in the County per the Governor's Executive Order 2020-43 (Req: County Manager)
 - a. 20th Annual Working Ranch Horse Competition on September 12th at the Fairgrounds in Sonoita approved
 - b. 105th Santa Cruz County Fair on September 19th at the Fairgrounds in Sonoita disapproved
 - c. Annual Horseback Ride Event, October 21st – October 25th sponsored by Los Charros Del Desierto, Inc. approved

16. Discussion/possible action to approve an Intergovernmental Agreement with Cochise County and the Cochise County Superior Courts for Juvenile Detention Services (Req: County Manager) approved
17. Discussion/possible action to accept the AZVote Safe Program Grant #EMRT-CRF-21-019, administered through the State of Arizona's Office of the Governor with funds from the U.S. Department of the Treasury CARES Act, effective 03/28/2020 - 12/03/2020, in the amount of \$123,935 (Req: Elections) approved
18. Discussion/possible action to award Bid No. B-06-20-CO06 for 2020-2021 legal publications and advertising (Req: Clerk) approved
19. Demands approved
20. Approval of Minutes: 07/28/2020 approved

I. ADJOURNMENT

Posted: 08/28/2020 at 9:30 a.m. by LT

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).