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# IMPORTANT NOTICE!!!

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

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- Dial (669)900-6833
- Enter the Meeting ID: 914 664 2271

All incoming calls for the meeting will be muted.

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1. Email Tara Hampton at [thampton@santacruzcountyaz.gov](mailto:thampton@santacruzcountyaz.gov)
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent by and received no later than 5:00PM, the Monday before the Board meeting.
5. In order to make a comment during Call to the Public, please dial \*9, which will indicate you want to speak.

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

Documents:

[05-19-20.PDF](#)

2. 9:30 A.M. DOCUMENTATION (50.8MB)

Documents:





# 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, May 19<sup>th</sup>, 2020** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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3. Name & Telephone Number
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To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

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

Dated this 13<sup>th</sup> day of May, 2020.

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



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1

RUDY MOLERA  
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BRUCE BRACKER  
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### AGENDA

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**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:**

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

1. Board of Supervisors
2. Manager

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

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

**F. ACTION ITEMS**

**ACTION TAKEN**

- 1. Discussion/possible action for authorization to fill vacant positions:
  - a. Senior Recorder Clerk (Req: Recorder) \_\_\_\_\_
  - b. (2) Appraiser Level I (Req: Assessor) \_\_\_\_\_
- 2. Discussion/possible action to approve Grant Agreement Number HT-20-2954 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) Program effective January 1, 2020 through December 31, 2021, in the amount of \$179,302 (Req: Sheriff) \_\_\_\_\_
- 3. Discussion/possible action to approve Grant Agreement Number ADOA-AZ911-21-014 with the Arizona Department of Administration, Office of Grants and Federal Resources 9-1-1 Program effective July 1, 2020 through June 30, 2021, in the amount of \$198,963 (Req: Sheriff) \_\_\_\_\_
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- 14. Monthly Reports \_\_\_\_\_
- 15. Demands \_\_\_\_\_
- 16. Approval of Minutes: 04/21/2020 & 05/05/2020 \_\_\_\_\_

**G. ADJOURNMENT**

Posted: 05/13/2020 at 3:00 p.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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## Santa Cruz County

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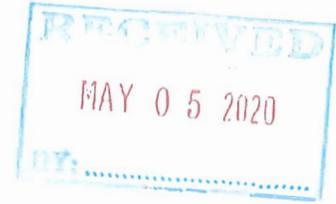
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# Santa Cruz County

## Department Staffing Request

Department Recorder's Office Date needed 5-19-2020

The position requested is (check whichever applies)

to fill a vacancy created by Resignation

A new position

Senior

Position Title Recorder Clerk Source of Funding General Fund

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

### Personnel Review

Salary Range 50 Entry Level Salary \$29,882

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: \_\_\_\_\_

# OFFICE OF THE SANTA CRUZ COUNTY ASSESSOR

PABLO A. RAMOS  
ASSESSOR

EDMUNDO F. PAZ  
CHIEF DEPUTY ASSESSOR



Date: May 11, 2020  
To: Ms. Jennnifer St. John, Santa Cruz County Manger  
From: Mr. Pablo Ramos, Santa Cruz County Assessor *PR*  
RE: Appraiser Level I positions

**Subject:** Authorization to fill two (2) vacant Appraiser Level I positions.

**Recommendation:** We need approval for two (2) Appraiser Level I positions. This is due to appointment of Chief Deputy Assessor who vacated Level I Appraiser position. We are short one (1) Appraiser position that we need to fill.

**Background:** These two (2) positions are a necessity to the Assessor's Office. The Appraiser position services to the public as to field work too. It is an essential, productive position in the appraising area. These positions are vital to the Assessor's office.

**Financial Implications:** Funding is already included in our budget for these two (2) positions.

**Proposed Motion:** I move to have both positions approved.

# Santa Cruz County

## Department Staffing Request

Department Santa Cruz County Assessor's Office

Date needed May 11, 2020

The position requested is (check whichever applies)

to fill a vacancy created by Due to resignation and promotion

a new position

Position Title Appraiser Level I

Source of Funding General

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

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### Personnel Review

Salary Range 51 Entry Level Salary \$30,630

Budgeted Position  Yes  No

Personnel Signature *Sonia J. Jones*

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### Board of Supervisor's Action:

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

Approved  Not Approved

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

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

OFFICE OF THE SHERIFF  
OF SANTA CRUZ COUNTY

TONY ESTRADA  
SHERIFF

RUBEN F. FUENTES  
CAPTAIN

**MEMORANDUM**

**DATE:** April 28, 2020

**TO:** Honorable Bruce Bracker, Chairman of the Board of Supervisors and members of the Board

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

**FROM:** Captain Ruben F. Fuentes, Badge No. 119 *R.F. Fuentes*

**SUBJECT:** High Intensity Drug Trafficking Area (HIDTA) Grant

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**RECOMMENDATION:** Requesting approval to enter into an agreement with the City of Tucson for the High Intensity Drug Trafficking Area Grant Agreement HT-20-2954.

**BACKGROUND:** The Santa Cruz County Sheriff's Office would enter into an agreement to accept grant funding for the Santa Cruz County Sheriff Office to be used for the HIDTA Investigative Task Force for the purpose of investigating drugs, gang and violent crime.

**FINANCIAL IMPLICATIONS:** Santa Cruz County is responsible for approximately \$40,000.00 which includes a percentage of the certified officer's salary plus EREs. The amount not covered by the grant will be paid by Sheriff's Office funding.

**PROPOSED MOTION:** Move to approve the City of Tucson High Intensity Drug Trafficking Area Program Grant Agreement CFDA Number, 95.001, Award Number G20SA0007A, Grant Number HT-20-2954 in the amount of \$179,302.00.

Cc: Sheriff  
File



**CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
PROGRAM  
GRANT AGREEMENT CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): **G20SA0007A**

COT Grant Number **HT-20-2954**

This Grant Agreement is made this **1<sup>ST</sup> day of January 2020** by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Santa Cruz County Sheriff's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2020** and terminate on **December 31, 2021**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Santa Cruz County HIDTA Investigative Task Force (SCCHITF)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY 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.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

**City of Tucson  
ATTN: Business Services  
Police Satellite Office (Finance)  
Tucson Police Department  
270 S. Stone Ave.  
Tucson, Arizona 85701-1917**

B. If to the GRANTEE:

**Santa Cruz County Sheriff's Office  
2170 North Congress Drive  
Nogales, AZ 85621  
Attention: Tony Estrada, Santa Cruz County Sheriff**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
<b>Personnel:</b>	
Salaries	<b>\$127,889.00</b>
Fringe Benefits	<b>\$51,413.00</b>
Overtime	<b>\$0.00</b>
Travel	<b>\$0.00</b>
Facilities	<b>\$0.00</b>
Services	<b>\$0.00</b>
<b>Operating Expenses:</b>	
Supplies	<b>\$0.00</b>
Other	<b>\$0.00</b>
Equipment	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$179,302.00</b>
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - January 6, 2020.

**Link:** Electronic Code of Federal Regulations: <http://www.ecfr.gov>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – January 6, 2020, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

**Link:** *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

**Link:** *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

<b>Report Period Month of:</b>	<b>Due Date:</b>	<b>Report Period Month of:</b>	<b>Due Date:</b>
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
April 1 - 30	May 25	October 1 - 31	November 25
May 1 - 31	June 25	November 1 - 30	December 25
June 1 - 30	July 25	December 1 - 31	January 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

**Link:** *Excluded Parties Listing System* <http://sam.gov>

19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.

23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency or entity, this paragraph does not apply.
25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 182.
30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
35. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
38. 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.
39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

**FOR GRANTEE:**

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Signature Date

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Printed Name and Title

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 CITY with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

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Legal counsel for GRANTEE Date

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Printed Name and Title

**INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:**

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

**FOR CITY OF TUCSON:**

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Chris Magnus, Chief of Police Date  
City of Tucson Police Department

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Principal Assistant City Attorney Date  
City of Tucson Police Department  
Approved as to form



CITY OF TUCSON  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

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***Insurance Requirements for Governmental Parties to a Grant Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:***

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its 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 Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
GRANT AGREEMENT

**Confidential Funds Certification**  
**Exhibit "B"**

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**CONFIDENTIAL FUNDS CERTIFICATION**

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/ is not** authorized to disburse confidential funds.

Grant Number: **HT-20-2954**

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

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

Authorized Official

**PROCEDURES**

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

**Deviations from these elements must receive prior approval of the ONDCP.**

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
  - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
  - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

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5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
    - a. The jurisdiction initiating the payment.
    - b. A description of the information/evidence received.
    - c. The amount of payment, both in numeral and word form.
    - d. The date on which the payment was made.
    - e. The signature of the informant payee.
    - f. The signature of the case agent or officer making payment.
    - g. The signature of at least one other officer witnessing the payment.
    - h. The signature of the first-line supervisor authorizing and certifying the payment.
  
  6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
  
  7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
  
  8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

## **INFORMANT FILES**

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

- a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
- b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
- c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
- d. Agreement with cooperating individual.
- e. Receipt for P/I.
- f. Copies of all debriefing reports (except for the Headquarters case file).
- g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
- h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- j. Any deactivation report or declaration of any unsatisfactory informant.

## **INFORMANT MANAGEMENT AND UTILIZATION**

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
  - a. Informant's code number.
  - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
  - c. Informant's true name.
  - d. Name of establishing law enforcement officer.
  - e. Date the establishment is approved.
  - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

## **PAYMENTS TO INFORMANTS**

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
  - a. The level of the targeted individual, organization or operation.
  - b. The amount of the actual or potential seizure.
  - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
  - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

### **ACCOUNTING AND CONTROL PROCEDURES**

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
  - a. The significance of the investigation.
  - b. The need for this expenditure to further the investigation.
  - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
  - a. The amount of funds involved.
  - b. The degree of security under which the funds are being held.
  - c. How long an extension is required.
  - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

OFFICE OF THE SHERIFF  
OF SANTA CRUZ COUNTY

TONY ESTRADA  
SHERIFF

RUBEN F. FUENTES  
CAPTAIN

MEMORANDUM

**DATE:** May 4, 2020

**TO:** Honorable Bruce Bracker, Chairman of the Board of Supervisors and members of the Board

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

**FROM:** Captain Ruben F. Fuentes, Badge No. 119 *R.F. Fuentes*

**SUBJECT:** Arizona Department of Administration Grant Agreement 9-1-1

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**RECOMMENDATION:** Requesting approval to enter into an agreement with the Arizona Department of Administration, Office of Grants and Federal Resources 9-1-1 Program, Grant Number ADOA-AZ911-21-014.

**BACKGROUND:** The Santa Cruz County Sheriff's Office would enter into an agreement to accept grant funding from the emergency telecommunication services revolving fund for the purpose of assisting the Public Safety Answering Points (PSAP) with the implementation and operation of our emergency 9-1-1 system. The grant funding will not exceed \$198,963.00 and will be used to pay for the contractual services and costs associated with 9-1-1. Contractual services include the monthly telephone services and continuous support and maintenance of software and hardware for Santa Cruz County 9-1-1 system.

In previous fiscal years the State would make monthly payments for all PSAP centers in Arizona, however they have chosen to transfer the funding to each PSAP center to pay their own expenses.

This agreement has been approved as to form by counsel, County Attorney George Silva.

**FINANCIAL IMPLICATIONS:** None.

**PROPOSED MOTION:** Move to approve and enter into an agreement with the Arizona Department of Administration, Office of Grants and Federal Resources 9-1-1 Program, Grant Number ADOA-AZ911-21-014 in the amount of \$198,963.00.

Cc: Sheriff  
File

ARIZONA DEPARTMENT OF ADMINISTRATION  
ARIZONA 9-1-1 PROGRAM  
GRANT AGREEMENT

Grant Number: ADOA-AZ911-21-014

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This Grant Agreement (“**Agreement**”) is between Santa Cruz County, through Santa Cruz County Sheriff’s Office, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

**AUTHORIZATION**

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

**BACKGROUND**

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

**PURPOSE OF THE AGREEMENT**

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

**TERM, EFFECTIVE DATE, AND Termination**

4. Term and Effective Date: This Agreement will commence on July 1, 2020 and terminate on June 30, 2021. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.
5. Termination:
  - 5.1. 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.
  - 5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

**OBLIGATIONS OF THE PARTIES**

6. Responsibilities of the Grantee:
  - 6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
  - 6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, 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.

- 6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 6.5. The final request for reimbursement of grant funds must be received by ADOA no later than sixty (60) days after the last day of the award period.
- 6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
- 6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 6.12. Required activity and financial reports are submitted according to the following schedule(s):

<b>ACTIVITY REPORTS</b>	
<b>Report Due:</b>	<b>Due Date:</b>
MIS Report for CY 2020	January 25, 2021
Level of Service (Traffic Busy Study Report)	April 25, 2021
GIS Accuracy Report	June 25, 2021

<b>FINANCIAL REPORTS</b>			
<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

\*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

- 7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$198,963 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$184,828
Construction	\$0.00
Other Costs	\$14,135
<b>Total</b>	<b>\$198,963</b>

**MISCELLANEOUS TERMS**

8. In accordance with ARS § 35-154, every payment obligation of the State 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 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.
9. 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 ADOA. 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 Arizona Department of Administration
10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
  - 10.1. 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);
  - 10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
  - 10.3. 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 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
  - 10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
11. 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.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
13. 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.
14. 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.
15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
17. 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.
18. 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.
19. 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.
20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA 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.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration  
Arizona 9-1-1 Program  
100 North 15<sup>th</sup> Avenue, Suite 305  
Phoenix, AZ 85007  
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

Santa Cruz County Sheriff's Office  
2170 N. Congress Drive  
Nogales, AZ 85621  
Attention: Javier De La Ossa

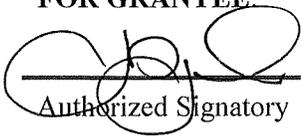
Arizona Department of Administration  
**Arizona 9-1-1 Program**

**GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse 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 at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

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

**FOR GRANTEE:**



05/04/2020

Authorized Signatory

Date

Javier De La Ossa/9-1-1 PSAP Supervisor

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Bruce Bracker/Chairman of the Board - Santa Cruz County Board of Supervisors

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 ADOA 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 ARIZONA DEPARTMENT OF ADMINISTRATION:**

Arizona 9-1-1 Program

Date

Arizona Department of Administration

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**INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF SUPERVISORS  
**FROM:** LIZ GUTFAHR, TREASURER  
**SUBJECT:** NOTICE OF REQUEST FOR PROPOSAL BANKING SERVICES  
**DATE:** MAY 11, 2020  
**CC:** JENNIFER ST. JOHN, COUNTY MANAGER

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**Recommendation:**

Staff recommends that the Board approve Notice of Request for Proposal Banking Services. Bid # B-04-20-C004

**BackGround:**

Santa Cruz County Treasurer and The Santa Cruz County Board of Supervisors is seeking proposals from qualified banks that agree to perform the duties of the County Servicing Bank for the period of July 1, 2020 through June 30, 2023. This contract may be extended by two one-year periods contingent upon agreement by both parties.

The Board of Supervisors, serving as the Board of Deposit, will determine the successful offer in the manner required by statute.

**Proposed Motion:**

Move to approve the Notice of Request for Proposal Banking Services. Bid# B-04-20-C004

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BOARD OF SUPERVISORS  
Request for Proposal  
Servicing Bank  
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2150 N. Congress Dr. Suite#104  
Nogales, Arizona 85621  
Phone (520) 375-7980  
Fax (520) 375-7974  
[www.santacruzcountyaz.gov](http://www.santacruzcountyaz.gov)

**NOTICE OF  
REQUEST FOR PROPOSAL  
BANKING SERVICES**

**REQUESTED BY THE  
SANTA CRUZ COUNTY TREASURER**

**PROPOSALS ARE DUE June 19, 2020  
AT 2:00 PM, MST**

Notice is hereby given that sealed competitive proposals, to provide the specified materials/services, will be received by the Board of Supervisors at the specified location, until the time and date cited. Proposals will be publicly opened in the Board of Supervisors Office and will **not** be read aloud. Any Proposals received later than the date and time specified above will be returned unopened.

Copies of the Request for Proposals are available on request, at no charge, by contacting the Treasurer's Office at: Phone (520) 375-7980, Fax (520) 375-7967, or e-mail [egutfahr@santacruzcountyaz.gov](mailto:egutfahr@santacruzcountyaz.gov). The RFP is also available on the Santa Cruz County web site at [www.santacruzcountyaz.gov](http://www.santacruzcountyaz.gov) ; the link will be on the upper right side.

The Board of Supervisors reserves the right to accept or reject any proposal or any part thereof; to defer action on the proposals; to reject all proposals; to waive any informalities in solicitation procedures. Deviations from the proposal specifications may be considered at the option of the Board of Supervisors.

**Proposals shall be received at: Santa Cruz County Board of Supervisors, 2150 N. Congress Dr, Nogales, Arizona 85621, until the time and date cited above.** Proposals must be in the actual possession of the Board of Supervisors at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall be returned unopened. Electronic format proposals will not be accepted unless specifically required in the Request for Proposals.

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2150 N. Congress Dr. Suite#104  
Nogales, Arizona 85621  
Phone (520) 375-7980  
Fax (520) 375-7974  
[www.santacruzcountyaz.gov](http://www.santacruzcountyaz.gov)

TO THE COUNTY OF SANTA CRUZ:

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

State of Arizona and other Arizona government sales taxes will be added to the bid price by the County as applicable. The County is exempt from F.E.T.

For Clarification of this offer contact:

Arizona Transaction (Sales) Privilege Tax  
License Number

Federal Employer Identification Number

Company Name

Mailing Address

City State Zip

Name (Print or Type)

Title

Phone Fax

e-mail

**PROPOSAL AUTHORIZATION**

Signature

Print Name and Title

**THIS PAGE MUST BE SUBMITTED WITH  
THE PROPOSAL**

**PART ONE**

**1.0 Introduction:**

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide equipment, materials, services or construction per the Specifications/Scope of Work as set forth herein.

**1.1** For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement

## PART TWO

### GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

#### 1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- 1.1 **County:** Santa Cruz County, Arizona
- 1.2 **Contractor, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Santa Cruz County.
- 1.3 **Contract:** The legal agreement executed between Santa Cruz County, Arizona, and the Contractor.
- 1.4 **May:** Indicates something that is not mandatory but permissible
- 1.5 **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- 1.6 **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- 1.7 **Will:** Indicates an expression of intent, but is not binding
- 1.8 **Solicitation:** An Invitation for Bids ("IFB") or Request for Proposals ("RFP")
- 1.9 **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- 1.10 **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals

#### 2.0 Preparation of Bid/Offer:

*It is the responsibility of all bidders/offerors to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.*

- 2.1 **Form; No Facsimile or Telegraphic Offers:**  
A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic or Mailgram bid/offer shall be rejected.
- 2.2 **Typed or Ink; Corrections:**  
The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.
- 2.3 **Bid/Proposal Form; Original Signatures:**  
The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.
- 2.4 **Exceptions to Terms and Conditions:**  
A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

**3.0 Inquiries:**

All inquiries related to this solicitation shall be directed to the Board of Supervisors unless otherwise stated in the solicitation.

**3.1 Submission of Inquiries:**

The Board of Supervisors or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

**3.2 Timeliness:**

The Board of Supervisors shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

**3.3 No Right to Rely on Verbal Responses:**

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

**4.0 Submission of Offer:**

**Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Board of Supervisors. The Board of Supervisors will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.**

Bids/proposals shall be received at:

**Santa Cruz County Board of Supervisors  
2150 N. Congress Dr. Suite 119  
Nogales, AZ 85621**

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Board of Supervisors at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

**4.1 Sealed Envelope or Package:**

Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

**RFP for Banking Services**

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

**4.2 Addenda:**

Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

**4.3 Late Bids/Offers:**

A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

**4.3.1** The Official Time Clock is located in office of the Board of Supervisors. All times referred to in this solicitation are determined by this clock.

**4.4 Bid/Offer Amendment or Withdrawal:**

A bid/offer may not be amended or withdrawn after the offer due date and time.

**4.5 Public Record:**

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2150 N. Congress Dr. Suite#104  
Nogales, Arizona 85621  
Phone (520) 375-7980  
Fax (520) 375-7974  
[www.santacruzcountyaz.gov](http://www.santacruzcountyaz.gov)

Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.

**5.0 Offer Acceptance Period:**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date, unless otherwise stated in the solicitation.

**6.0 Taxes:**

The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.

**7.0 Cost of Bid/Offer Preparation:**

The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.

**8.0 Certifications, Disclosure, and Disqualification:**

**8.1 Legal Arizona Workers Act Compliance:**

To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors 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).

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 Santa Cruz County. Santa Cruz 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.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Santa Cruz County and to cooperate with Santa Cruz County's inspections.

**8.2 Non-collusion, Employment and Debarment:**

By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:

**8.2.1** It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and

**8.2.2** It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

**8.3 Disclosure:**

If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.

**8.4 Disqualification:**

The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

**9.0 Award of Contract:**

**9.1 Number or Types of Awards:**

Where applicable, the County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, or by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If it is determined that an aggregate award to one Bidder/Offeror is not in the County's best interests, "all or none" bids/offers shall be rejected.

**9.2 Waiver and Rejection Rights:**

Notwithstanding any other provision of the solicitation, the County reserves the right to:

- 9.2.1 Waive any immaterial defect or informality;
- 9.2.2 Reject any and all bids/offers or portions thereof; or
- 9.2.3 Cancel a solicitation

**10.0 Contract Inception:**

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

**11.0 Protests:**

A protest shall be in writing and be filed with the Board of Supervisors before the bid/offer due date. A protest of a proposed award or an award shall be filed within five (5) days of the Contract award or within five (5) working days of the mailing of the notice of award, whichever is later. A protest shall include:

- 11.1 The name, address and telephone number of the protestor;
- 11.2 The signature of the protestor or its representative;
- 11.3 The name and number of the solicitation that is being protested;
- 11.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 11.5 The form of relief requested.

**12.0 Order of Precedence:**

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- 12.1 Special Terms and Conditions
- 12.2 General Terms and Conditions
- 12.3 Specifications or Scope of Work or Services
- 12.4 Documents referenced in the solicitation
- 12.5 Special Instructions to Bidders/Offerors
- 12.6 General Instructions to Bidders/Offerors

**PART THREE**

**SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS**

**1.0 Bidder/Offeror's Contacts:**

- 1.0** All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Liz Gutfahr, County Treasurer at 520-375-7967. The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Treasurer as a contact.
- 1.2** Bidders/offerors may not contact the employees of the using agency concerning this solicitation while the bid/proposal evaluation process is in progress.

**2.0 Pre-bid/Proposal Conference:**

A pre-bid/proposal conference will not be held.

**3.0 Bid/Proposal Format:**

One (1) original and two (2) copies of each bid/proposal must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid/proposal should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid/proposal.

**3.1** In order to be considered for evaluation, the Proposer must submit the Proposal packet with the following completed as directed::

- 3.1.1** The Proposal Form
- 3.1.2** The Form of Agreement completed as described in Part Seven
- 3.1.2** The Proposal in the format as described in Section 4 below

**4.0 Proposal Structure:**

For convenience of review, please structure the proposal as follows:

**4.1 Institution's Qualifications and Experience:**

Provide information regarding the firm. Company history and financial history should be provided. This shall include the most recent Annual Report, most current bank rating, and copies of all agreements

Include at least three (3) references for contracts of a similar size and scope and include a minimum of the following information:

- Name and mailing address of the organization. Provide the type and size of the organization and the number of years in operation.
- Name, title, and telephone number of a contact person who is currently employed by the organization.

**4.2 Key Personnel:**

Identify the capability of the firm to perform and manage the account(s) both technically and administratively. Include the following:

- An organization chart specific for the project. Identify all key account personnel, their function, experience, and work locations and that of all proposed subcontractors.
- Resumes of staff members who will be working on this account
- Provide copies of proof of any necessary licensing or certification for all personnel who will be working on this account.

- Indicate the time period prior to award that all key personnel will be available as proposed and the likely staff assignments if the award is delayed past the stipulated period.

Santa Cruz County shall have the option of checking references and may request the substitution of key staff members prior to the start of the project, or as deemed necessary by the County to ensure proper expertise and timely service.

#### 4.3 Methodology:

Describe in detail how banking services as listed in the Scope of Work will be provided even if they do not appear below. Include any other services that might be beneficial to the County but would not increase the overall cost to the County. Answer in detail the following questions:

##### 4.3.1 Account Structure and General Information:

1. What is the institution's time schedule for mailing insufficient funds notices and return items to customers?
2. Does the institution intend to discontinue offering any of the services identified in the Request for Proposal during the specified term of the contract? If yes, fully describe the circumstances including the anticipated date for elimination. List the options that will be available to provide for this service.
3. Does the institution have current plans to add or remove branches within the County during the specified term of the contract? If so, which branches are involved and where would new branches be located? What level of service should be available?
4. Has the firm entered into an agreement to merge with another financial institution or other business entity? If yes, please provide planned dates of merger, identify counterparties involved, and indicate which entity will be merged or absorbed. What effect will this merger have on the level of services provided to the County? Will there be any change in location for services provided? Where will the headquarters be located?
5. What is the institution's basis for charging for cash deposited?

##### 4.3.2 Zero Balance/Controlled Disbursement Account information and ACH Capabilities:

1. What is the institution's availability of presentment policy for customer checks?
2. Describe the institution's methods for processing ACH transactions and identify the deadlines for processing these transactions. What is the institution's policy on prenotification? What media types and transmission methods are available? Are one and two day file effective date capabilities available?
3. What is the process for ACH stop payments and/or corrections once the ACH file has been sent to the institution?
4. When would the direct deposit ACH file have to be received by the institution in order to have funds available to participating employees on Thursdays of payroll week? Indicate specific date and time information when identifying deadlines.
5. Does the institution have a backup plan in place in order for the County to meet ACH file transmission deadlines in the event of a system problem or failure? Has the backup plan been tested and used?
6. Does the institution provide for ACH processing of vendor payments? If so, describe the process.

##### 4.3.3 Savings Accounts:

1. Describe the interest bearing account options.

**4.3.4 Monthly Analysis Reporting and Service Charge:**

The servicing bank's monthly statement shall provide, at a minimum, the following information on each account and on a total account basis: average daily ledger balances, average daily collected balances, daily average float, FDIC rate, earnings allowance, and detail transaction volumes and prices. Include a sample monthly analysis with the proposal response.

1. When are the institution's account analysis statements available?

**4.3.5 Deposit Collateral Requirements:**

Describe the method of calculation of the required amount collateral, provide a list of all accounts covered under the pledged collateral and specify the report form used including all authorized signatures.

**4.3.6 Armored Car Services:**

1. Does the institution provide armored car services? What times and locations are available for pickup?
2. Does the institution's designated vault have specific requirements for deposits delivered by a third party? If so, what are those requirements?

**4.3.7 Merchant Credit Card Services:**

1. Describe the institution's automated settlement process.
2. Does the institution accept debit card payments as part of its merchant credit card services?
3. What terminals or equipment would be necessary to process credit card and/or debit card transactions through the institution? What setup time is required for the equipment? Are there any start-up fees? Is training available for use of the equipment? Indicate the fees or service charges for use of any required equipment on the fee schedule.
4. Would one designated contact person be assigned to handle the County's merchant credit card services and all concerns, inquiries, and research requests? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
5. If no designated contact person would be assigned to the County's merchant credit card services, how would customer declines, vendor disputes, and research inquiries be handled by the institution?
6. Does the institution's merchant services processing have the ability to accept transactions from all financial institutions such as credit unions and savings and loan organizations? If no, describe any limitations.
7. Does the institution's merchant services processing have the ability to accept credit card payments charging the fee to the payer instead of the County, in the case of property tax payments?

**4.3.8 Investments, Securities Clearance and Safekeeping Services:**

1. Describe the institution's trade settlement process, including trade settlement deadlines (in Arizona time) and the procedures in place to ensure compliance with the County's Investment Policies and Procedures and Trading resolution.
2. Would one designated contact person be assigned to handle the County's investment activity and all concerns, inquiries and settlement issues? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
3. If no designated contact person would be assigned to handle the county's investment activity, how will concerns, inquiries, and settlement issues be handled by the institution?

- 4. What are the institution’s provisions for sweeping of accounts overnight into an authorized Money Market Fund which is SEC registered? As the County must approve the money Market Fund to be used, include a money market fund prospectus.

**4.4 Schedule:**

Provide a proposed schedule for execution of the work within the overall time frame specified. It shall clearly demonstrate the required phasing of the work. Include regularly scheduled meetings with the County’s Authorized Representative(s) for review of work in progress.

**4.5 Price Proposal:**

Provide a detailed listing of all fees for the services listed in Section 4.0 Methodology and any and all services described in the Scope of work.

**5.0 Evaluation Criteria:**

*The following criteria will be significant in the evaluation of proposals, but the County is not limited to the items mentioned. Items are listed in the order of precedence. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the County.*

**CRITERIA**

**MAXIMUM POINTS**

5.1	Ability to meet the service and technical needs of the County	35 points
5.2	Proven skills and technical competence	25 points
5.3	Overall cost of service	20 points
5.4	Firm’s personnel assigned to the account(s)	10 points
5.5	Quality and completeness of Proposal	5 points
5.6	References	5 points
	Total	100 points

**6.0 Discussions and Selection:**

After the initial receipt and evaluation of proposals, discussions may be conducted with Offerors who submit proposals determined to be the most responsive, which most closely meet the requirements of the Scope of Work, and which are the candidates most likely to be selected for award. Discussions may also be held with responders in order to clarify proposals or portions of proposals.

- 6.1 The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offer’s best terms from a cost of price and technical standpoint. There will be no Best and Final Offers.

- 6.2 Proposals are accepted by the County with the responders complete understanding that the final evaluation and selection is final and not subject to review. The County may, at its sole discretion, reject any or all proposals submitted in response to this solicitation.

## PART FOUR

### SCOPE OF WORK

#### 1.0 Background:

The Santa Cruz County Board of Supervisors is seeking proposals from qualified banks that agree to perform the duties of the County Servicing Bank for the period of July 1, 2020, through June 30, 2023. The contract may be extended by two one-year periods contingent upon agreement by both parties. The Contractor shall be notified in writing of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

The Board of Supervisors, serving as the Board of Deposit, will determine the successful offeror in the manner required by statute. Only those proposals which conform to the specifications set forth in the "Treasurer's Requirements from the Servicing Bank" and which are responsive to all matters included in this request shall be considered. It is the intent of the Board of Deposit to designate the most responsive and responsible proposer who best meets the County's needs as the servicing bank. Determination of the responsive and responsible proposer who best meets the County's needs shall be based upon the Criteria of Evaluation as listed in Part Three Section 5, including but not limited to the following:

- Bank experience
- Bank personnel assigned to account
- Response to the Scope of Work
- References
- Bank services fee schedule
- Additional data – most recent annual report, most current bank rating and copies of all agreements

However, the Board of Deposit reserves the right to reject any or all proposals, to award separate contracts for bank services and for registering warrants, or extending a line of credit, and to waive any informalities in the proposals.

#### 2.0 Definitions:

Terminology used in this Scope of Work is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meaning may exist, the Treasurer will determine the applicable interpretation.

#### 3.0 General Requirements for Santa Cruz County Treasurer's Office:

The servicing bank will be required to act as the principal depository and banking agent for the Santa Cruz County Treasurer's Office. In such capacity the servicing bank will be required to handle the majority of the deposit and disbursement activity for all phases of county government, including those political subdivisions which maintain funds with the Santa Cruz County Treasurer. The servicing bank is not authorized to debit or credit County accounts for supplies or corrections without prior notification and authorization by an account signatory.

#### 3.1 Deposits:

The County Treasurer receives and deposits, on an annual basis, in excess of \$700,000,000.

These deposits are in the form of cash, checks, warrants, drafts, direct deposits, electronic funds transfers and incoming wire fund transfers.

Those checks written on the servicing bank shall be deemed to be collected funds for the purpose of investments immediately upon deposit. In the event that the bank may propose a different treatment for other checks, this shall be specified in the proposal. This treatment will be considered in the cost analysis of the proposal, if the bank proposes that such funds not be immediately available for deposit.

Should deposits be received by direct wire or electronic funds transfers, notification to the Office of the Treasurer shall be given the same day not later than 12:00 noon. Written notification of deposit shall be given by the following day.

Written notification to the Office of Treasurer shall be given on all deposit corrections, regardless of the dollar amount.

The Treasurer's Office also requires that a unique location number be issued for each county entity in order that each deposit can be identified.

Reflecting the low interest on investments and the low "earnings credits" given by banks on deposits during the past few years, it has been the practice of the Office of the Treasurer to not leave large balances in the accounts at the existing servicing bank. The investments of the County have historically been through the LGIP managed by the Treasurer of the State of Arizona and through Davidson Fixed Income. When the Treasurer's Office receives notification (via secured internet the Treasurer's Office looks at the balances in each account around 8:00 A.M. each day) that funds are required in the account(s), the Treasurer's Office typically deposits, or wires funds from the State's LGIP to bring the account balance at the bank to a positive balance. The Treasurer's Office expects to continue this banking practice under the new banking services contract.

**3.2 Disbursements:**

The County Treasurer disburses over \$700,000,000.00 during the fiscal year, which is represented by approximately 14,000 checks. Checks will only be honored one year from the date of issue. Stop payment orders will remain in effect on all canceled checks.

**3.3 Collateral:**

The servicing bank will be required to comply with the collateral requirements for public depositories as state in A.R.S. 35-323 as well as all other requirements specified by the Arizona Statutes for servicing banks. The servicing bank shall be required to notify the County Treasurer of their method of calculating the required amount of collateral, provide a list of all accounts covered under the pledged collateral and specify the report form used including all authorized signatures.

**3.4 Statements:**

To facilitate the bookkeeping for the Treasurer's Office, the servicing bank shall provide a weekly statement, including canceled checks and deposit slips for each week's business, showing all activity on the accounts.

**3.5 Warrants and Warrant Processing:**

Warrants drawn against the County Treasurer average approximately 200,000 per year and are payable through the servicing bank. They are MICR encoded with the servicing bank's transit number, warrant account number, warrant number, fiscal year and County fund codes. The servicing bank pays for these warrants on the same basis as they pay for checks drawn against the bank. The average daily total of warrants is approximately \$1,000,000.

The actual physical warrants and printouts, which correspond to the online information, must be delivered daily, no later than 10:00 AM, local standard time, to the County Treasurer.

All rejected or missing warrant items will be reconciled immediately. To aid in the reconciliation the servicing bank will provide the County Treasurer with a direct contact person in the bank department responsible for the preparation of the computer file and printouts.

New County fund numbers shall be added as needed. Fiscal and calendar years shall be changed automatically and in a timely manner.

The servicing bank will be required to process and present to the County Treasurer all warrants issued prior to July 1, 2018, but which remain outstanding at the expiration of the agreement.

If the bank proposes that a reserve account for this activity be maintained, the requirements of the reserve shall be specified in the proposal and be considered as a cost of service. The Treasurer requests collected funds and earnings credits on any such account to be applied to the analysis to offset the bank charges.

The servicing bank is not required to register warrants in connection with these banking services. If the bank proposes to register warrants, it shall state the amount of interest that will be charged and any limits or restrictions on such registration or redemption. The County reserves the right to make a separate contract for registering warrants or credit line.

Registered warrants will be accepted by the bank the next day after delivery of warrants in the event the Treasurer is unable to process all registered warrants on the day received.

**3.6 Line of Credit:**

Santa Cruz County requests a credit line of \$10,000,000.00.

If the bank anticipates agreeing to extend a revolving line of credit, it is requested to state the terms, conditions, limits applicable rates for such a credit line and list the process and time line to increase a credit line, if necessary. When the Treasurer makes a payment on a line of credit and pays the amount of interest quoted, no additional interest will be charged due to the bank's failure to post the payment on the correct day. The servicing bank shall be required to adjust all errors regardless of the amount. A monthly statement will be required by the 5<sup>th</sup> working day of the following month for all county accounts other than the daily statement of the servicing bank account.

**3.7 Electronic Funds Transfers:**

The increased demand for Electronic Funds Transfers (EFT) makes it necessary for the Treasurer to remit various payments both by debit and/or credit EFTs. The servicing bank will be required to arrange these transfers. The Treasurer also receives EFT deposits. The servicing bank is required to provide same day notification of all EFT deposits and copies of all addenda information accompanying each EFT deposit. Separate accounts may be required to clear EFTs, sure pay and related corrections.

**3.8 Data Processing Requirements:**

An automated system of processing warrants shall require the servicing bank to capture essential warrant information (auxiliary field for identification and amount field) from the magnetic ink encoding on the warrants. The Santa Cruz County Information Technologies Department requires this information in synchronous transmission format daily. The Santa Cruz County Treasurer requires a list of this file and the warrants sorted into the same sequence (auxiliary field). Specifications for the servicing bank contract shall include the computer file transmission, report and sorted warrants. Technical data as they relate to the aforementioned specifications are as follows:

**3.8.1 Transmission Requirements:**

Secure online access to download bank file transmitted over IP, and encrypted with industry standards, as well as having the capability to work through web proxies.

**3.9 Bank Services:**

Costs shall be paid, to the extent possible, from accruing credit. All remaining earnings shall be carried forward during the remaining term of the contract, with any excess accrued earnings paid to the County at the end of the contract term. Account maintenance, including debiting and crediting of the account and distributing funds, is required. Various other functions may be considered for inclusion in the contract at the County's option on cost and need. These may include but not be limited to the following:

- Printing and production of checks, warrants, and deposit slips
- Currency and coin purchases
- Wire transfer of funds
- Electronic transfer of funds
- Overnight repurchase agreement investments
- Computer information interchange services
- Transportation of County items
- Armored car services

- Sure pay service
- Issuance of cashier's checks, drafts and domestic or foreign payment orders
- Security clearing and safekeeping service
- Electronic stop payments

The servicing bank must specify each and every proposed requirement for reserve accounts, float accounts, non-interest bearing CDs or any limitation on the use of funds that would be required in connection with the services proposed.

The servicing bank will provide access to their databases online.

**3.10 Investment Services:**

The County requires overnight investment daily. Sweep accounts will not be considered due to ARS restrictions. The servicing bank must provide short term investment options. The County also periodically invests directly in Treasury bills, Government Agencies, Repurchase Agreements, and Certificates of Deposit. The amount invested is determined by the County Treasurer's staff on a daily basis by notifying the Investment Department.

**3.11 Sure Pay Services:**

The County reserves the right to make a separate contract for sure pay services.

**3.12 Merchant Card Services:**

County Departments desire to accept credit and debit cards at several locations. The County would require terminals, a monthly break down of transactions by location and a merchant account that deposits to the servicing account nightly. All fees must be stated and balancing method identified in the proposal.

PART FIVE

SPECIAL TERMS AND CONDITIONS

- 1.0 Bid/Proposal Opening:**  
Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.
- 1.1 Bids:**  
Bids shall be opened publicly and recorded.
- 1.2 Proposals:**  
The name of each Offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after the Contract award.
- 2.0 Offer Acceptance Period:**  
In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
- 3.0 Award of the Contract:**  
The Board of Supervisors will award the Contract to the most responsive and responsible Offeror, whose proposal is most advantageous to the County.
- 4.0 Effective Date of Contract:**  
Approval of the award by the Board of Supervisors, countersigned by the Clerk of the Board are the conditions precedent to the effectiveness of this Contract.
- 5.0 Upon Award of the Contract:**  
The successful Bidder will sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.
- 6.0 Term of the Contract:**  
The term of the Contract shall be from July 1, 2020 through June 30, 2023.
- 7.0 Renewal of the Contract:**  
Upon written agreement of both parties at least sixty (60) days prior to each Contract anniversary date, the Contract may be renewed for a period of one (1) successive one-year period(s) under the same prices, terms, and conditions as the original Contract. The total number of renewal years permitted will not exceed two (2).
- 8.0 Confidential Information:**  
If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Board of Supervisors should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.
- 9.0 Suspension or Debarment Status:**  
If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.

**10.0 Intergovernmental Purchasing Agreements:**

Santa Cruz County has entered into Interactive Purchasing Agreements with other political subdivisions, cities and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The Contractor to whom this Contract is awarded may be requested by other parties to said Interactive Purchasing Agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this Contract, pursuant to the terms and conditions stated therein.

**11.0 Minimum Requirements:**

Items/services specified in this bid/proposal are only to acknowledge the minimum requirements needed. The County reserves the right to select the material/services it deems most suitable for the intended purpose and use. It is the intent that this will be a guide to specifying the desired material/equipment/services and not to restrict others from bidding/offering.

**12.0 Failure to Deliver:**

In the event of failure of the Contractor to deliver goods/materials/equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods/materials/equipment and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

**13.0 Insurance:**

The Contractor agrees to obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

**13.1** The Contractor will present to the County within ten (10) days of Notice of Award written evidence (Certificate of Insurance) of compliance with all requirements listed. Said evidence will be to the County's satisfaction.

Coverage Afforded	Limits of Liability
Worker's Compensation	Statutory
Commercial General Liability to Include Automobile Bodily Injury & Property Damage	\$1,000,000 each occurrence and annual aggregate

**14.0 Non-exclusive Contract:**

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Santa Cruz. The County reserves the right to obtain like services from another source when necessary.

**15.0 Price Adjustment (Annual):**

The County Board of Supervisors may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested price increase or an alternate option is in the best interest of the County.

The Contractor shall offer the County a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the County.

**PART SIX**

**GENERAL TERMS AND CONDITIONS**

**1.0 Certification:**

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2 The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §41-1461 et. seq.
- 1.3 The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4 The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

**2.0 Gratuities:**

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event the County pursuant to this provision cancels this Contract, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals that are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

**3.0 Applicable Law:**

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

**4.0 Arizona Procurement Code:**

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Santa Cruz County Purchasing Policy, are a part of this document as if fully set forth herein.

**5.0 Legal Remedies:**

All claims and controversies shall be subject to A.R.S. §12-1518 et al.

**6.0 Contract:**

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms, conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Santa Cruz and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

**7.0 Contract Amendments:**

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

**8.0 Provisions Required By Law:**

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**9.0 Termination by the County:**

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written the parties to this Contract receive notice from the County, unless the notice specifies a later time.

**9.1** This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

**9.2** The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten- (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

**9.2.1** Contractor provides personnel who do not meet the requirements of the contract;

**9.2.2** Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;

**9.2.3** Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

**9.2.4** Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

**9.2.5** Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

**10.0 Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the invalid provision, or application.

**11.0 Relationship of Parties:**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly such expenses, if any.

**12.0 Interpretation - Parol Evidence:**

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Santa Cruz County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

**13.0 Assignment - Delegation:**

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

**14.0 Subcontracts:**

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

**15.0 Rights and Remedies:**

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the even of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**16.0 Protests:**

Protests shall be filed and shall be resolved in accordance with A.R.S. Title 41, Chapter 23, Article 9. A protest shall be in writing and shall be filed with the Board of Supervisors. A protest of a solicitation shall be received at the Board of Supervisors before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:

**16.1** The name, address and telephone number of the protester;

**16.2** The signature of the protester or its representative;

**16.3** Identification of the Purchasing Agency and the solicitation or contract number

**16.4** A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

**16.5** The form of relief requested.

**17.0 Warranties:**

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

**18.0 Indemnification:**

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

**18.1** is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and

**18.2** is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

**19.0 Overcharges by Antitrust Violations:**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

**20.0 Force Majeure:**

**20.1** 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 "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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

**20.1.1** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

**20.1.2** Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. 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.

**20.2** 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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand 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 modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**21.0 Right to Assurance:**

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five- (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**22.0 Records:**

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

**23.0 Advertising:**

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

**24.0 Exclusive Possession:**

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Santa Cruz and shall not be used or released by the Contractor or any other person except with prior written permission of the County.

**25.0 Title and Risk of Loss:**

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**26.0 Liens:**

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.

**27.0 Payment:**

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

**28.0 Licenses:**

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.

**29.0 Preparation of Specifications by Persons Other than County Personnel:**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

**30.0 Cost of Bid/Proposal Preparation:**

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**31.0 Public Record:**

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification, as provided by the Santa Cruz County Purchasing Policy.

**32.0 Payment by the County:**

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the County may terminate the contract period for the service at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**33.0 Independent Contractor:**

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Santa Cruz County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

**33.1** The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.

**PART SEVEN**

**FORM OF AGREEMENT**

**1.0 Form of Agreement:**

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "Contractor". **Do not fill in the date.**

**1.1 Return the completed Form of Agreement with the proposal packet.**

COUNTY OF SANTA CRUZ  
BOARD OF SUPERVISORS  
Request for Proposal  
Servicing Bank  
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2150 N. Congress Dr. Suite#104  
Nogales, Arizona 85621  
Phone (520) 375-7980  
Fax (520) 375-7974  
[www.santacruzcountyaz.gov](http://www.santacruzcountyaz.gov)

SANTA CRUZ COUNTY

and

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This Contract is made between the County of Santa Cruz, State of Arizona (the County) whose Authorized representative is:

Elizabeth Gutfahr, Treasurer  
Santa Cruz County Office of the Treasurer  
2150 N. Congress Dr. #104  
Nogales, AZ 85621

and the Contractor, whose complete name, address and Authorized Representative are:

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The County and Contractor agree as follows:

**Article I. Contract Documents:** The Contract Documents consist of this Agreement; the Santa Cruz County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

**Article II. Contract Performance:** The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

**Article III. Date of Commencement and Completion:** The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Santa Cruz County unless a different date is stated below:

As specified in Contract Documents

**Article IV. Payment:** The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

COUNTY OF SANTA CRUZ  
BOARD OF SUPERVISORS  
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Servicing Bank  
Page 24 of 24

2150 N. Congress Dr. Suite#104  
Nogales, Arizona 85621  
Phone (520) 375-7980  
Fax (520) 375-7974  
[www.santacruzcountyz.gov](http://www.santacruzcountyz.gov)

This Agreement is entered into this 19th day of \_\_\_\_\_ 2020.

**CONTRACTOR:**

**APPROVED BY:**  
SANTA CRUZ COUNTY  
BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Bruce Bracker, Chairman

**ATTEST:**

\_\_\_\_\_  
Tara R. Hampton, Clerk of the Board

# Interoffice Memo

**Date:** 05/06/2020  
**To:** Board of Supervisors  
**Thru:** Jeff Terrell, Health and Human Services Director  
**From:** Shelly Jacobs, Public Health Emergency Preparedness & Response  
**Re:** Approval of Contract with Knowledge Capital Alliance.

## **RECOMMENDATION:**

Discussion and possible action to approve Professional Outside Services contract with Knowledge Capital Alliance for the re-write to the Non-Pharmaceutical Intervention Plan. Funded through the Public Health Emergency Preparedness Program in the amount of \$31,780.00 from May 1, 2020 through September 30, 2020.

## **BACKGROUND:**

The Santa Cruz County Health Services Public Health Emergency Preparedness & Response Program is a Federal Grant that is tasked with meeting Arizona Department of Health Services the Centers for Disease Control Deliverables for Public Health Emergency Preparedness. This contract will provide funding to the program to continue to address activities related to public health emergency preparedness and response for the COVID19 pandemic.

## **FINANCIAL IMPLICATIONS:**

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

## **PROPOSED MOTION:**

Move to approve the contract with Knowledge Capital Alliance.



## SANTA CRUZ COUNTY HEALTH SERVICES

2150 N. Congress Dr., Suite 115, Nogales, AZ 85621

Phone: (520) 375-7621 Fax: (520) 375-7624 Website: [www.santacruzcountyaz.gov](http://www.santacruzcountyaz.gov)

### Professional Services Agreement Public Health Non-Pharmaceutical Intervention Plan

This Contract is entered into this \_\_st day of May, 2020 by and between Santa Cruz County ("County"), a political subdivision of the State of Arizona, and Knowledge Capital Alliance ("Contractor"), for the purchase of Public Health Non-Pharmaceutical Intervention Plan.

#### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of 5 months, beginning on the \_\_st day of May, 2020 and ending the 30<sup>st</sup> day of September, 2020.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional one year terms up to a maximum of five (5) additional terms, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

#### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

#### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made within 45 days of receipt of a properly completed invoice.

#### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit a copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

#### 6.0 TERMS and CONDITIONS:

##### 6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

- 6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage,

personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Workers' Compensation.

6.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.11 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.12.1.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

#### 6.4 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
  - 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
  - 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
  - 6.4.4.2 Terminate the Contract for default.

#### 6.5 AUDIT REQUIREMENTS

- 6.5.1 If the Contractor expends \$500,000 or more from all contracts administered and/or funded via County, and/or receives \$500,000 or more per year from any federal funding sources, the Contractor may be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act". The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Santa Cruz County Health Services for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Santa Cruz County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- 6.5.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor

understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.

- 6.5.3 The Contractor shall comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a result of the audit to the COUNTY within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.
- 6.5.4 The Contractor must also comply with the following OMB Circulars:
  - 6.5.4.1 A-102 Uniform Administrative Requirements for Grants to State and Local Government.
  - 6.5.4.2 A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
  - 6.5.4.3 A-122 Cost Principles for Non-Profit Organizations.
  - 6.5.4.4 A-87 Cost Principles for State and Local Governments.
  - 6.5.4.5 A-21 Cost principles for Education Institutions.

## 6.6 LICENSURE/CERTIFICATION

- 6.6.1 Contractor shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.
- 6.6.2 Upon request, Contractor agrees to allow County, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.
- 6.6.3 Contractor expressly agrees that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act of the State of Arizona), including but not limited to training, provision of personal protective equipment, provision of post-exposure prophylaxis, adherence to appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know-standard.

## 6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:  
Santa Cruz County Health Services  
Attn: Shelly Jacobs, PHEP Program Manager  
2150 N. Congress Dr., Suite 209  
Nogales, Arizona 85621  
(520) 375-7621

For Contractor:  
Knowledge Capital Alliance  
Attn: Fred Erickson  
16825 S. Desert Foothills Pkwy. No: 94287  
Phoenix, AZ 85048-9998

6.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.9 TERMINATION FOR DEFAULT:

- 6.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 6.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511, the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, 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 consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 CHANGES OR ADDITIONS/DELETIONS OF SERVICE:

- 6.12.1 The Procurement Officer, by written order, may make changes within the general scope of this Contract in any one or more of the following areas:

- 6.12.1.1 Work Statement activities reflecting changes in the scope of services, Funding Source or County regulations, policies or requirements.
- 6.12.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements.
- 6.12.1.3 If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price.
- 6.12.1.4 If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.
- 6.12.1.5 Additionally, such Order will not direct substantive changes in services to be rendered by the Contractor.

#### 6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

#### 6.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

#### 6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Health Services Director shall be responsible for approving all amendments for Santa Cruz County Health Services.

#### 6.16 RETENTION OF RECORDS:

- 6.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 6.16.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Santa Cruz County for the services not so adequately supported and documented.

#### 6.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.19 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.21 E-VERIFICATION OF EMPLOYEES:

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- 6.21.1 That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;
- 6.21.2 That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
- 6.21.3 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.
- 6.21.4 That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 6.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 6.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction(s) (Federal, State or local) terminated for cause of default.

6.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

#### 6.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Santa Cruz County Superior Court or in the United States District Court for the District of Arizona, sitting in Nogales, Arizona.

#### 6.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

#### 6.25 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.25.1 Exhibit A, Pricing;

6.25.2 Exhibit B, Scope of Work

#### 6.26 ISRAEL

The parties hereby warrant and represent that they are not currently engaged in and agree for the duration of this Agreement, not to engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.

Contractor hereby certifies that Contractor has read, understands and agrees that acceptance by Santa Cruz County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Santa Cruz County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement as well as the RFP or solicitation that preceded this Contract.

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

---

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**CONTRACTOR**



\_\_\_\_\_  
AUTHORIZED SIGNATURE

Fred Erickson, CEO  
\_\_\_\_\_  
PRINTED NAME AND TITLE

16825 S. Desert Foothills Pkwy. No: 94287, Phoenix, AZ 85048-9998  
\_\_\_\_\_  
ADDRESS

May 6, 2020  
\_\_\_\_\_  
DATE

**SANTA CRUZ COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ATTORNEY FOR THE BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

EXHIBIT A  
PROFESSIONAL OUTSIDE SERVICES  
PRICING SHEET

BIDDER NAME: Knowledge Capital Alliance  
F.I.D./VENDOR #: ADSP018-210225  
BIDDER ADDRESS: 16825 S. Desert Foothills Pkwy. No: 94287, Phoenix, AZ 85048-9998  
P.O. ADDRESS: P.O. Box 94287, Phoenix, AZ 85070  
BIDDER PHONE #: (480) 922-5327  
BIDDER E-MAIL ADDRESS: fred@kca-inc.com

COMPANY WEB SITE: \_\_\_\_\_  
COMPANY CONTACT (REP): Fred Erickson

PAYMENT TERMS:

Base charges of \$14,250.00 to provide technical assistance to Santa Cruz County Health Services in following ways for Public Health All Hazards Emergency Preparedness and Response Plan Revision.

	Total Hours	Rate	Project Total
Five (5) Months	304	95	\$28,880.00
Service Fee		10%	\$2,888.00

(as defined herein)

Respondent's signature (below) indicates understanding and agreement with the predetermined compensation/fees rate indicated above.



Signature (REQUIRED)

May 6, 2020  
Date

## Exhibit B

### 1. BACKGROUND

On March 6, 2020, the President signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) (Coronavirus Supplemental). This act provides funding to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19). To support governmental public health emergency response to COVID-19, the Centers for Disease Control and Prevention (CDC) is activating CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response ([www.cdc.gov/phpr/readiness/funding-crisis.htm](http://www.cdc.gov/phpr/readiness/funding-crisis.htm)). This is to provide resources to prevent, prepare for, and respond to COVID-19. This funding is intended for state, local, territorial, and tribal health departments to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities. These funds are in addition to funds CDC previously awarded to select jurisdictions for COVID-19 response activities.

Santa Cruz County Health Services (SCCHS), will receive this funding from the Arizona Department of Health Services (ADHS) Bureau of Public Health Emergency Preparedness (PHEP) through the Centers for Disease Control and prevention (CDC). As a result, the Santa Cruz County Health Services (SCCHS) has identified a need for specialized assistance to revise and update their *SCCHS Non-Pharmaceutical Interventions Plan*. CCS will focus mainly on Domain 4: Countermeasures and Mitigation and the following allowable activities:

#### Non-Pharmaceutical Interventions:

- Develop plans and triggers for the implementation of community interventions, including:
  - Planning for school dismissal including continuity of education and other school-based services (e.g., meals);
  - Ensuring systems are active to provide guidance on closure of businesses, government offices, and social services agencies;
  - Ensuring systems are in place to monitor social disruption (e.g., school closures); and
  - Ensuring that services (e.g., housing, transportation, food) are in place for community members impacted by social distancing interventions.
- Anticipate disruption caused by community spread and interventions to prevent further spread:
  - Activating emergency operations plans for schools, higher education, and mass gatherings;
  - Ensuring that community, faith-based, and business organizations are prepared to support interventions to prevent spread;
  - Integrating interventions related to social services providers, criminal justice systems, homeless persons, and other vulnerable populations and at-risk populations

## 2. OBJECTIVE

2.1 To update the *2015 SCCHS Non-Pharmaceutical Interventions Plan* to include new guidance, recommendations, authorities, and insights gathered from the ongoing COVID-19 global pandemic response.

## 3. DELIVERABLES:

3.1 SCCHS NPI Plan to include an overall update and development of new content in the following sections:

- Background and Introduction – Update and inclusion of new content reflecting COVID-19 disease and timeline or other respiratory High Consequence Infectious Disease (HCID).
- Scope – Update to include integration of plan into All-Hazards Plan and State and Federal Emergency Planning hierarchy
- Situation – Update and add new content reflecting COVID-19 situation
- Assumptions – Update and add new content reflecting new COVID-19 assumptions
- Concept of Operations – Update/revise framework to be consistent with AHP and other SCCHS ERPS
- Legal Authorities – Research and update to reflect COVID-19 application and influences of federal and state guidelines
- Activation and Deactivation of Plan – Add new COVID-19 content aligned with SCCHS AHP activation and deactivation triggers
- Triggers for NPI Implementation – Add new content for phased NPI implementation; co-implementation of individual and community NPIs, phased relaxation of community measures based on epidemiological data, health care system status, federal and state guidance, at-risk population health, and community resilience
- Update NPI jurisdictional-specific NPI implementation strategies to include recent COVID-19 activity
- Risk Communication for NPI implementation – Update strategies for COVID-19
- Implications and Strategies – Update strategies and implications from lessons learned from current COVID-19 response; implications for differing groups of people (e.g. over 65 yr vs. under 45 yr)

- Consequences of NPIs – New content from COVID-19 lessons learned, including long-term consequences and community resiliency and behavioral health needs
- Potential effects on people who may be at greater risk within CMIST framework; potential strategies to address needs
- Add current SCC COVID-19 news releases to appendices
- Acronym update
- Development of materials for and facilitation of planning team meetings or meetings with subject matter experts

#### **4. TIMELINE AND BUDGET:**

4.1 Timeline: May 1, 2020 – September 30, 2020

4.2 Budget: \$ 28,880.00

4.3 304 Hours @ CCS rate of \$95 per hour

4.4 KCA 10% Service Fee - \$2,888.00

#### **5. APPROVALS:**

5.1.1. Preparation of all final documents and reports including, but not limited to, NPI Plan Outline, draft NPI Plan, and final NPI Plan.

#### **6. DELIVERABLES**

6.1.1. SCCHS NPI Plan Outline

6.1.2. Draft SCCHS NPI Plan

6.1.3. Final SCCHS NPI Plan

6.1.4. Two invoices (one at project onset and one upon completion)

#### **7. ACCEPTANCE**

7.1 Upon receipt of Draft SCCHS NPI Plan

7.2 Upon receipt of the Final SCCHS NPI Plan

## **8. NOTICES, CORRESPONDENCE AND REPORTS**

Notice, correspondence and reports from the contractor to SCCHS shall be sent to:

Shelly Jacobs, PHEP Program Manager  
Santa Cruz County Health Service  
2150 N. Congress Dr., Suite 115  
Nogales, AZ 85621



# Contract Amendment

Legacy Contract # ADSPO18-210225

CTR032042

APP Amendment #2

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 402  
Phoenix, AZ 85007

## **(Training-Professional Development and-or Related Consultation)**

### ***(Knowledge Capital Alliance Inc)***

In accordance with the Uniform Terms and Conditions, Section 5.1, Amendments, this contract is amended as follows:

The term of the contract is hereby extended for one (1) year from October 1, 2019 to September 30, 2020.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

#### **ACKNOWLEDGEMENT AND AUTHORIZATION**

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.



Clerk of the Superior Court  
SANTA CRUZ COUNTY  
Juan Pablo Guzman  
Clerk



**To:** Board of Supervisors  
**From:** Juan Pablo Guzman, Clerk of Superior Court  
**Date:** May 8, 2020  
**Re:** Board Approval and signature on the AZTEC Field Trainer Grant

---

**Subject:** Discussion and possible action to approve the Aztec Field Trainer Grant for FY 2021 budget.

**Background:** The Superior Court is once again applying for a State Grant (AZTEC Field Trainer Grant) through the Administrative Office of the Supreme Court. The County has already authorized these funds in the Court's FY 2020 budget. The purpose of this grant application is to request \$25,000.00 from the Supreme Court to be used towards the salary of the Santa Cruz County Santa Cruz County Information Technology/Field Trainer.

**Recommendation:** I move to approve the Aztec Field Trainer Grant and that the application for fiscal year 2020/2021 be signed.

**Attachments:** Application and position narrative are included in this packet.

## FIELD TRAINER GRANT APPLICATION – FY2021

### A. APPLICANT INFORMATION

1. COURT NAME: SUPERIOR COURT IN SANTA CRUZ COUNTY		
2. CONTACT PERSON: JUAN PABLO GUZMAN	CLERK OF SUPERIOR COURT	
4. ADDRESS (STREET, CITY, STATE, ZIP) : 2160 N. CONGRESS DRIVE, SUITE 2200 – NOGALES, AZ 85621		
5. PHONE: 520-375-8133	6. FAX: 520-375-7703	7. E-MAIL ADDRESS: JGUZMAN@COURTS.AZ.GOV
8. FIELD TRAINER NAME: JORGE COTA HIRING DATE: 05/23/2016		9. FUNDING PERIOD: JULY 1, 2020 – JUNE 30, 2021

### B. BUDGET INFORMATION

EXPENDITURE DETAIL	ACTUAL COST	REQUESTED NEW FUNDING	PREVIOUS (FY2019) REVERTED MONIES
9. SALARY	\$ 42,716.00	\$ 21,097.00	\$ -0-
10. ERE	\$ 22,365.00	\$ 3,903.00	\$ -0-
11. OTHER*	\$ -0-	\$ -0-	\$ 68.59
12. TOTAL	\$ 65,081.00	\$ 25,000.00	\$ 68.59

13. \*DETAIL OTHER: THE FUNDS THAT WERE REVERTED FOR FY2019 WERE ONLY INTEREST FUNDS THAT THIS FUND ACCOUNT GENERATED. NO SALARY OR ERE FUNDS WERE REVERTED.

### C. FUNDING SOURCE

COMMITTED FUNDING	FUNDING SOURCE	LOCAL BALANCE	NAME OF COURT
\$ 40,081.00	COUNTY GENERAL FUND	\$ 40,081.00	SUPERIOR COURT OF ARIZONA IN SANTA CRUZ COUNTY
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
TOTAL: \$ 40,081.00		TOTAL: \$ 40,081.00	

PLEASE NOTE: FUNDING IS CONTINGENT UPON THE AVAILABILITY OF STATE FUNDS AND THE CONTINUED ANNUAL APPROVAL OF FUNDING FOR THE FIELD TRAINER PROGRAM BY THE COMMISSION ON TECHNOLOGY (COT)

**D. SIGNATURE APPROVAL**

I certify that this request for funding has been discussed with administrative staff and judicial officers in the county. Funding awarded will be used for salary and ERE of the field trainer who will provide case management training and support to the local superior, justice and municipal courts. **All 4(four) signatures are needed.**

PRESIDING JUDGE SUPERIOR COURT	DATE	DESIGNATED FIELD TRAINER SUPERVISOR	DATE
HONORABLE THOMAS FINK PLEASE PRINT NAME		DIANE L. CULIN PLEASE PRINT NAME	
CLERK OF THE SUPERIOR COURT	DATE	COUNTY BOARD OF SUPERVISORS	DATE
JUAN PABLO GUZMAN PLEASE PRINT NAME		PLEASE PRINT NAME	

**E. SIGNATURE APPROVAL FROM PARTICIPATING COURTS PROVIDING MATCHING FUNDS**

I certify that this request for funding is requested and has been reviewed. Funding awarded will be used towards the remaining budget of the field trainer who will provide case management training and support to the local superior, justice, and municipal courts.

PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE	PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE
PLEASE PRINT NAME		PLEASE PRINT NAME	
COURT		COURT	
PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE	PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE
PLEASE PRINT NAME		PLEASE PRINT NAME	
COURT		COURT	
PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE	PRESIDING JUDGE, JUSTICE OF THE PEACE, MAGISTRATE	DATE
PLEASE PRINT NAME		PLEASE PRINT NAME	
COURT		COURT	

**REIMIDER:** REQUEST MUST BE SIGNED BY EACH PARTICIPATING PRESIDING MAGISTRATE, JUDGE OR JUSTICE OF THE PEACE, AND THE PRESIDING JUDGE OF THE SUPERIOR COURT.

## Superior Court of Santa Cruz County FY2021

AZTEC Field Trainer	Annually	County - 62%	AOC Grant - 38%
Salary	\$ 42,716.00	\$ 21,619.00	\$ 21,097.00
EREs	\$ 22,365.00	\$ 18,462.00	\$ 3,903.00
	<b>\$ 65,081.00</b>	<b>\$ 40,081.00</b>	<b>\$ 25,000.00</b>

### Narrative For Field Trainer Grant

The Superior Court in Santa Cruz County has been authorized to create a Field Trainer Position by the Santa Cruz County Board. In the FY budget 16 the Board of Supervisors agreed to provide the necessary funding to match funds from the Supreme Court of Arizona in order to continue funding said position. The annual cost (salary and benefits) of this position will be approximately: \$63,308.88. Below is the description of the duties of this position as it relates to the Field Trainer role.

The Field Trainer/Court Services Technology and Data Base Administrator will provide services to all Courts in Santa Cruz County, which include Superior Court, Justice Court, Nogales Municipal Court and Patagonia Municipal Court by performing the following responsibilities:

Ensure training of staff specific to the AOC Field Trainer demands, as well as training regarding database management, quality control, and to the use of existing and new electronic systems, their operation and security. This position also occupies a seat in the Court Education Team in which the field trainer will lead trainings, motivate and organize the training team members, and ensure that relevant trainings are available court-wide;

Perform database and technology training and support to courts and court staff county-wide for all issues related to the case management system AJACS, EDMS System (OnBase), protective order AZPoint platform, and the State's e-court technology (e-access, e-filing, and e-bench) and other related systems planned for implementation at the Superior Court and the Limited Jurisdiction Courts in Santa Cruz County.

Train Court staff and perform testing of any new system to be deployed to Santa Cruz County Courts such as AJACS, AJACS Upgrades, OnBase, etc.;

Train Court staff on the impact of changes made to the event codes and functionality to other sections of the system;

Troubleshoot system problems and recommend corrective action to court departments and to AOC;

Assists with the quality control conducted by the Caseflow manager, the Clerk of Superior Court, Judicial Assistants and Limited Jurisdiction Staff;

Manage and coordinate all communications between the Supreme Court and Santa Cruz County Courts regarding the training and implementation of automation systems and proposed changes;

Develop, run and train staff on how to process system reports with SSRS and AJACS report functionality and coordinate results with the Superior Court Caseflow Manager and Court Staff;

Assist all managers with quality assurance;

Create and maintain all AJACS forms such as Minute Entries, Sentencing/Disposition Judgments, Marriage Licenses, etc. and train staff on the same.

Train new Superior Court employees on the use of all court's technology related systems and provide refresher trainings as needed.

Represent Santa Cruz County in IT committees such as AJACS User Group, Joint Council on Court Education (JCCE), among other committees.

Develop and/or support in new projects/programs of all courts in Santa Cruz County.

Insure that the AOC and AJACS systems communications are regularly and thoroughly reported and documented for Santa Cruz courts and are reported to the CMS Task Force Team;

Partner with Santa Cruz County Court Leaders on strategies for managing quality control and report development.

As identified above, the funds from the Field Trainer Grant will enable the Santa Cruz County Courts to continue striving to be at the forefront of training our staff in court practices and procedures as well as the technology projects that are implemented in Santa Cruz County Courts.



SANTA CRUZ COUNTY  
AIRPORT DIVISION  
BOARD MEETING OF MAY 19, 2020

---

**To:** Board of Supervisors  
**From:** Mary Dahl, Special Projects  
**Thru:** Jennifer St. John, County Manager  
**Date:** May 11, 2020

**Subject:** Discussion and Possible Action to Approve CARES Act Federal Aviation Administration Airport Grants Agreement #3-04-0024-020-2020 in the amount of \$30,000 (Assistance Listings Number [formerly CFDA Number] 20.106).

**Recommendation:** Authorize the County's authorized representative to execute grant as presented.

**Background:** The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) includes emergency funding to eligible airport sponsors to "help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency." Our share of that nationwide aviation industry aid package is \$30,000 and is based on a legislative formula. Major airports that employ hundreds if not thousands of employees, obviously, get significant assistance from the CARES Act.

We will be able to use these funds to offset our operations costs, including costs associated with our on-going airport grants and the matching funds we have committed.

Airport revenues beginning in March and continuing through April were negligible. We have seen a slight increase in activity in May, but certainly nothing approaching pre-COVID-19 conditions.

**Financial Implications:** There are no negative financial implications. Positive financial implications are that the County can recoup up to \$30,000 in operating expenses at the airport.

**Proposed Motion:** Mr. Chairman, I move to authorize the Sponsor Representative to sign the CARES Act Airport Grants Agreement 3-04-0024-020-2020.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific Region  
Arizona, Nevada

FAA PHX ADO  
3800 N Central Ave  
Suite 1025  
Phoenix, AZ 85012

### CARES Act Grant Transmittal Letter

{{DateTime\_es\_:\_signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mary Dahl  
2150 North Congress Drive  
Suite 119  
Nogales, AZ 85261

Dear Ms. Dahl:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-04-0024-020-2020 for Nogales International. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 1, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and

- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

By accepting this grant, you agree to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide the following reports to this office within 10 business days of the end of each reporting period:

- The number of employees employed as of March 27, 2020.
- The number of employees as of June 30, 2020.
- The number of employees as of September 30, 2020.
- The number of employees as of December 31, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Kyler Erhard by email that the grant is administratively and financially closed. Kyler Erhard is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

**{{Sig\_es\_ :signer1: signature}}**

Mike N Williams  
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department of Transportation  
Federal Aviation Administration

**CARES ACT AIRPORT GRANTS AGREEMENT**

**Part I - Offer**

Federal Award Offer Date {{DateTime\_es\_ :signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area Nogales International

CARES Grant Number 3-04-0024-020-2020

Unique Entity Identifier 079002606

TO: County of Santa Cruz  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 23, 2020, for a grant of Federal funds at or associated with the Nogales International, which is included as part of this Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Nogales International, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Nogales International incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 1, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
  - a. Associated with performance under this award; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

## 20. **Employee Protection from Reprisal.**

### A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**{{Sig\_es\_:signer1: signature}}**

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*(Signature)*

**{{N\_es\_:signer1: fullname}}**

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*(Typed Name)*

**{{\*Ttl\_es\_:signer1: title}}**

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*(Title of FAA Official)*

### Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated {{DateTime\_es :signer2:calc(now()):format(date," mmmm d, yyyy")}}

County of Santa Cruz

*(Name of Sponsor)*

{{Sig\_es :signer2: signature}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es :signer2: fullname}}

*(Typed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es :signer2: title}}

*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, **{{N\_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at **{{DateTime\_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer3: signature}}**

*(Signature of Sponsor's Attorney)*

## CARES ACT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

#### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

#### **2. Responsibility and Authority of the Sponsor.**

##### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

#### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

#### **5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### **7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The County of Santa Cruz, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



**SANTA CRUZ COUNTY  
AIRPORT DIVISION  
BOARD MEETING OF MAY 19, 2020**

**To:** Board of Supervisors  
**From:** Mary Dahl, Special Projects  
**Thru:** Jennifer St. John, County Manager  
**Date:** May 11, 2020

**Subject:** Discussion and Possible Action to Approve Change Orders 1 and 2 to the J. Banicki Construction, Inc. Contract for Runway 3/21 and Apron Connector Taxiways Rehabilitation Project #B-05-19-CO05 in the aggregate amount of \$103,492.60.

**Recommendation:** Approve the Change Orders as requested.

**Background:** The Board approved a construction contract in August of 2019 with J. Banicki Construction, Inc. for a runway and taxiway connector improvement project. The contract was for \$1,122,528. This project is funded by a Federal Aviation Administration grant and a matching grant from the Arizona Department of Transportation Aeronautics Division. Project Costs and approved funding (FAA, ADOT and County) include:

Construction	\$1,122,528	FAA Share	\$1,232,344
Construction Management	\$227,804	ADOT Share	\$60,494
Administration	\$3,000	County Share	\$60,494
<b>TOTAL</b>	<b>\$1,353,332</b>		<b>\$1,353,332</b>

The project has been underway since the fall. There was a planned period of inactivity for the winter months due to temperatures, but the contractor is in the final stages of completion now. During the course of construction, issues primarily related to materials quantities have resulted in Change Orders. CO#1 in the amount of \$67,479.35 was submitted and approved by the FAA, ADOT and County staff in January. CO#2 in the amount of \$36,013.25 was submitted this week and approval is pending with the granting agencies.

The County's obligation for these change orders amounts to our 4.47% plus the State share of 4.47% for a total of 9.94% or \$10,287.16. Note that the State has not budgeted to cover its share of federal grant project change orders for quite a few years likely going back to the recession of 2009.

**Financial Implications:** The fiscal impact to the County amounts to \$10,287.16 as stated above. This cost can be covered by the CARES Act grant awarded this month or through airport revenues as they increase over time, or both.

**Proposed Motion:** Mr. Chairman, I move to approve Change Order #1 and Change Order #2 to contract B-05-19-CO05 with J. Banicki Construction for the runway and taxiway connector improvement project at the Nogales International Airport.

<b>SPONSOR:</b> COUNTY OF SANTA CRUZ				<b>CONTRACT DESCRIPTION:</b>				CHANGE ORDER NO. 1	PAGE 1 OF 1
<b>CONTRACTOR:</b> J. Banicki Construction, Inc.				Runway 3-21 and Apron Connector Taxiways Rehabilitation				NOGALES INTERNATIONAL AIRPORT	
FAA AIP PROJECT NO. 3-04-0024-019-2019									

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	CONSTRUCTION BID QUANTITY	CHANGE IN QUANTITY	REVISED BID QUANTITY	UNIT PRICE BID	ORIGINAL ITEM TOTAL	REVISED ITEM TOTAL	CHANGE IN CONTRACT
<b>Quantity Adjustments</b>										
5	P-120	Remove Existing AC Pavement	SY	1,000	200.00	1,200.00	\$15.00	\$15,000.00	\$18,000.00	\$3,000.00
6	P-101	Crack Seal	LF	10,000	42078.00	52,078.00	\$1.35	\$13,500.00	\$70,305.30	\$56,805.30
11	P-152	Unclassified Excavation	CY	1,200	(14.00)	1,186.00	\$15.80	\$18,960.00	\$18,738.80	(\$221.20)
13	P-209	6" Thick Crushed Aggregate Base Course	CY	330	54.00	384.00	\$140.00	\$46,200.00	\$53,760.00	\$7,560.00
14	ADOT 401	9.75" Thick PCCP	SY	1,800	-17.00	1,783.00	\$235.00	\$423,000.00	\$419,005.00	(\$3,995.00)
15	SP-14	AC/PCCP Transition Pavement Section	SY	105	52	157	\$125.00	\$13,125.00	\$19,625.00	\$6,500.00
31	L-100	Excavate and Remove Existing Conduit & Conducto	LF	1,000	-50.00	950.00	\$8.25	\$8,250.00	\$7,837.50	(\$412.50)
36	L-108	L-824, TYPE C, 1/C #8 AWG, 5KV CABLE	LF	1,535	-334	1,201	\$2.70	\$4,144.50	\$3,242.70	(\$901.80)
37	L-108	L-824, TYPE C, 2/C #8 AWG, 5KV CABLE	LF	125	-5	120	\$6.85	\$856.25	\$822.00	(\$34.25)
38	L-110	SINGLE-WAY, (1) - 2" CONDUIT, SLURRY ENCASED	LF	835	-20.00	815.00	\$16.40	\$13,694.00	\$13,366.00	(\$328.00)
39	L-110	MULTIPLE-WAY, (2) - 2" CONDUIT, CONCRETE ENCASED	LF	290	-18	272	\$27.40	\$7,946.00	\$7,452.80	(\$493.20)

CURRENT CONTRACT TIME LIMIT: 60 Days	60	CURRENT CONTRACT TOTAL:	\$1,122,528.00	NET CHANGE THIS PAGE:	\$67,479.35
CHANGE IN TIME, THIS ORDER +/-:	0	NET CHANGE, THIS ORDER:	\$67,479.35	NET CHANGE CARRIED FORWARD:	\$0.00
REVISED CONTRACT TIME LIMIT:	60	REVISED CONTRACT TOTAL :	\$1,190,007.35	NET CHANGE, TOTAL:	\$67,479.35

**EXPLANATION:** The work included in this change order includes items relating to subgrade remediation and final balancing of the quantities for the apron connector taxiway line items. Subgrade remediation included undercutting unsuitable material and backfilling with P-209 base course. Also included is the overage for crack seal on the runway portion of work.

<b>RECOMMENDED BY ENGINEER OF RECORD</b>	<b>SPONSOR'S ACCEPTANCE</b>	<b>CONTRACTOR'S ACCEPTANCE</b>
_____ Richard Graham, P.E. C&S Engineers, Inc.  _____ DATE	BY: _____ TITLE: _____ DATE: _____	BY: _____ TITLE: _____ CORP. NAME: _____ DATE: _____

<b>FAA ACCEPTANCE</b>	<b>ADOT ACCEPTANCE</b>
BY: _____ TITLE: _____ DATE: _____	BY: _____ TITLE: _____ DATE: _____

<b>SPONSOR:</b> COUNTY OF SANTA CRUZ				<b>CONTRACT DESCRIPTION:</b>				<b>CHANGE ORDER NO.</b> 2	PAGE 1 OF 1	
<b>CONTRACTOR:</b> J. Banicki Construction, Inc.				Runway 3-21 and Apron Connector Taxiways Rehabilitation				NOGALES INTERNATIONAL AIRPORT		
FAA AIP PROJECT NO. 3-04-0024-019-2019										

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	CONSTRUCTION BID QUANTITY	CHANGE IN QUANTITY	REVISED BID QUANTITY	UNIT PRICE BID	ORIGINAL ITEM TOTAL	REVISED ITEM TOTAL	CHANGE IN CONTRACT
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**Quantity Adjustments**

7	P-101	Obliterate Pavement Markings	SF	8,000	(1233.00)	6,767.00	\$1.45	\$11,600.00	\$9,812.15	(\$1,787.85)
8	P-608	Asphalt Surface Treatment	SY	86,000	4243.00	90,243.00	\$2.70	\$232,200.00	\$243,656.10	\$11,456.10
25	P-620	Interim Paintstriping (White Non-Reflectorized)	SF	9,100	13290.00	22,390.00	\$1.25	\$11,375.00	\$27,987.50	\$16,612.50
26	P-620	Paintstriping (White, Reflectorized)	SF	40,800	(3199.00)	37,601.00	\$1.25	\$51,000.00	\$47,001.25	(\$3,998.75)
27	P-620	Paintstriping (Yellow, Reflectorized)	SF	3,600	305.00	3,905.00	\$1.25	\$4,500.00	\$4,881.25	\$381.25

**New Line Items**

48		Guidance Sign Panels	EA	0	12.00	12.00	\$1,112.50	\$0.00	\$13,350.00	\$13,350.00
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<b>CURRENT CONTRACT TIME LIMIT:</b> 60 Days	60	<b>CURRENT CONTRACT TOTAL:</b>	\$1,190,007.35	<b>NET CHANGE THIS PAGE:</b>	\$36,013.25
<b>CHANGE IN TIME, THIS ORDER +/-:</b>	0	<b>NET CHANGE, THIS ORDER:</b>	\$36,013.25	<b>NET CHANGE CARRIED FORWARD:</b>	\$0.00
<b>REVISED CONTRACT TIME LIMIT:</b>	60	<b>REVISED CONTRACT TOTAL :</b>	\$1,226,020.60	<b>NET CHANGE, TOTAL:</b>	\$36,013.25

**EXPLANATION:** The work included in this change order includes items relating to final balancing of the quantities for the runway seal coat and pavement markings line items. It also includes new guidance sign panels due to changing the runway designation from 3/21 to 4/22.

<p style="text-align: center;"><u>RECOMMENDED BY ENGINEER OF RECORD</u></p> <p style="text-align: center;">_____ Richard Graham, P.E. C&amp;S Engineers, Inc.</p> <div style="display: flex; align-items: center;"> <p style="text-align: center;">_____ DATE</p> </div>	<p style="text-align: center;"><u>SPONSOR'S ACCEPTANCE</u></p> <p>BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p style="text-align: center;"><u>CONTRACTOR'S ACCEPTANCE</u></p> <p>BY: _____</p> <p>TITLE: _____</p> <p>CORP. NAME: _____</p> <p>DATE: _____</p>
<p style="text-align: center;"><u>FAA ACCEPTANCE</u></p> <p>BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p><small>This determination is solely for the purpose of establishing eligibility of costs under the AIP program. This action does not represent a commitment of Federal funds in addition to the original grant obligation.</small></p>	<p style="text-align: center;"><u>ADOT ACCEPTANCE</u></p> <p>BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	

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: May 19, 2020

To: Santa Cruz County Board of Supervisors

From: George E. Silva, Santa Cruz County Attorney

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**Subject:** Consideration and possible approval of HIDTA Grant FY 2020 Grant Number HT-20-2951 in the amount of \$263,886.00.

**Recommendation:** Approve acceptance of the HIDTA Grant for FY 2020 Grant Number HT-20-2951 in the amount of \$263,886.00.

**Background:** The Santa Cruz County Attorney has received a grant from HIDTA for 20+ years to help prosecute drug cases and it helps fund 1.5 attorney position, salary for 1 detective and salary for 1 legal assistant position for 2020.

**Financial Implications:** The positions are currently budgeted in the Santa Cruz County Attorneys budget. These funds freed up general fund monies for other positions.

**Proposed Motion:** "Mr. Chairman, I move to approve the Santa Cruz County HIDTA Grant HT-20-2951 for \$263,886.00.



**CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
PROGRAM  
GRANT AGREEMENT CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): **G20SA0007A**

COT Grant Number **HT-20-2951**

This Grant Agreement is made this **1<sup>ST</sup> day of January 2020** by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Santa Cruz County Attorney's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2020** and terminate on **December 31, 2021**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Santa Cruz County HIDTA Investigative Task Force (SCCHITF)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY 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.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

**City of Tucson  
ATTN: Business Services  
Police Satellite Office (Finance)  
Tucson Police Department  
270 S. Stone Ave.  
Tucson, Arizona 85701-1917**

B. If to the GRANTEE:

**Santa Cruz County Attorney's Office  
2150 North Congress Drive  
Nogales, AZ 85621  
Attention: George Silva, County Attorney**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
<b>Personnel:</b>	
Salaries	<b>\$215,425.00</b>
Fringe Benefits	<b>\$48,461.00</b>
Overtime	<b>\$0.00</b>
Travel	<b>\$0.00</b>
Facilities	<b>\$0.00</b>
Services	<b>\$0.00</b>
<b>Operating Expenses:</b>	
Supplies	<b>\$0.00</b>
Other	<b>\$0.00</b>
Equipment	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$263,886.00</b>
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - January 6, 2020.

**Link:** Electronic Code of Federal Regulations: <http://www.ecfr.gov>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – January 6, 2020, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

**Link:** *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020.

Back to Agenda

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

**Link:** *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

<b>Report Period Month of:</b>	<b>Due Date:</b>	<b>Report Period Month of:</b>	<b>Due Date:</b>
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
April 1 - 30	May 25	October 1 - 31	November 25
May 1 - 31	June 25	November 1 - 30	December 25
June 1 - 30	July 25	December 1 - 31	January 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link:** *Excluded Parties Listing System* <http://sam.gov>
19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency or entity, this paragraph does not apply.
25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 182.
30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
35. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
38. 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.
39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

**FOR GRANTEE:**

Signature

Date

Printed Name and Title

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 CITY with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

Legal counsel for GRANTEE

Date

Printed Name and Title

**INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:**

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

**FOR CITY OF TUCSON:**

Chris Magnus, Chief of Police  
City of Tucson Police Department

Date

Principal Assistant City Attorney  
City of Tucson Police Department  
Approved as to form

Date



CITY OF TUCSON  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

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***Insurance Requirements for Governmental Parties to a Grant Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:***

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its 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 Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
GRANT AGREEMENT

**Confidential Funds Certification  
Exhibit "B"**

**CONFIDENTIAL FUNDS CERTIFICATION**

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/ is not** authorized to disburse confidential funds.

Grant Number: **HT-20-2951**

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

Signature: \_\_\_\_\_  
Authorized Official

**PROCEDURES**

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

**Deviations from these elements must receive prior approval of the ONDCP.**

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
  - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
  - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

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5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:

- a. The jurisdiction initiating the payment.
- b. A description of the information/evidence received.
- c. The amount of payment, both in numeral and word form.
- d. The date on which the payment was made.
- e. The signature of the informant payee.
- f. The signature of the case agent or officer making payment.
- g. The signature of at least one other officer witnessing the payment.
- h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

## **INFORMANT FILES**

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

- a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
- b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
- c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
- d. Agreement with cooperating individual.
- e. Receipt for P/I.
- f. Copies of all debriefing reports (except for the Headquarters case file).
- g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
- h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- j. Any deactivation report or declaration of any unsatisfactory informant.

## **INFORMANT MANAGEMENT AND UTILIZATION**

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
  - a. Informant's code number.
  - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
  - c. Informant's true name.
  - d. Name of establishing law enforcement officer.
  - e. Date the establishment is approved.
  - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

### **PAYMENTS TO INFORMANTS**

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
  - a. The level of the targeted individual, organization or operation.
  - b. The amount of the actual or potential seizure.
  - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
  - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

- b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.
  - c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

### **ACCOUNTING AND CONTROL PROCEDURES**

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
  - a. The significance of the investigation.
  - b. The need for this expenditure to further the investigation.
  - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
  - a. The amount of funds involved.
  - b. The degree of security under which the funds are being held.
  - c. How long an extension is required.
  - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



# Board of Supervisors

## Santa Cruz County

MANUEL RUIZ  
District 1  
RUDY MOLERA  
District 2  
BRUCE BRACKER  
District 3

**To:** Board of Supervisors  
**From:** Bruce Bracker, Chairman  
**RE:** Concurrence Letter to U.S. Department of Commerce Foreign Trade Zones Office  
**Date:** May 11, 2020

**Subject:** Discussion and Possible Action to Approve a Letter to the Foreign Trade Zones Board Concurring with a Proposed Subzone/Usage Driven Designation ("Minor Boundary Modification") for Parcels 102-04-012D and 102-04-090 in Foreign Trade Zone 60.

**Recommendation:** Approve the letter.

**Background:** Foreign Trade Zone 60 (FTZ 60) was approved by the Foreign Trade Zones Board on October 15, 1980 and the grant of authority for the zone was transferred from Border Industrial Development, Inc., to the Nogales-Santa Cruz Economic Development Foundation, Inc., (EDF) on September 24, 1993. Since then, many changes to the law, and circumstances on the ground, have brought changes to the foreign trade zone in the County.

FTZ 60 encompasses all of the County as part of the government's alternative site framework (ASF), which is an optional method for organizing and designating sites that allows zones to use quicker and less complex procedures to obtain FTZ designation for eligible facilities.

To reorganize under the ASF, each zone administrator proposes a "service area". Once approved by the FTZ Board, a subzone or usage-driven site can be designated anywhere in the service area within 30-days using a simple application form. The ASF allows zone designation to be brought to any company that needs it, eliminating the need for zone administrators to predict where the zone will be needed and pre-designate sites. The ASF status was obtained for FTZ 60 by the EDF back in 2014 and has been operational and in place since then.

This current request, Capin-Vyborny, makes use of the streamlined process envisioned by the ASF.

As explained in the attached email from Robert Martin, EDF, the proposed letter states concurrence with the inclusion of two properties, situated in the FTZ along Mariposa Road, within the designation of subzone or usage-driven. Mr. Martin's email explains the purpose of this request.

As this current project, Capin-Vyborny, moves forward, the EDF may return to the Board and request approval of a PILOT.

**Fiscal Implications:** None at this point in the process.

**Suggested Motion:** Mr. Chairman, I move to approve a concurrence letter to the Foreign Trade Zones Board for a proposed subzone/usage-driven designation for parcels 102-04-012D and 102-04-090 in Foreign Trade Zone 60.

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Santa Cruz County Complex

\* 2150 North Congress Drive \* P.O. Box 1150 \* Nogales, Arizona 85621

\* (520) 375-7812 \* FAX (520) 761-7843 \* TDD (520) 761-7816

----- Original message -----

From: Kip Martin <[rcm@nogaleslaw.com](mailto:rcm@nogaleslaw.com)>

Date: 5/7/20 5:29 PM (GMT-07:00)

To: Bruce Bracker <[bbracker@santacruzcountyaz.gov](mailto:bbracker@santacruzcountyaz.gov)>, "Jennifer St. John"

<[jstjohn@santacruzcountyaz.gov](mailto:jstjohn@santacruzcountyaz.gov)>

Cc: Jean-Paul Destarac <[jp@capin-vyborny.com](mailto:jp@capin-vyborny.com)>

Subject: Proposed Concurrence Letter and proposed Agreement for Payment in Lieu of Taxes (PILOT) and Request to be placed on May 19th Meeting Agenda

Dear Chairman Bracker and County Manager St. John:

I am writing you as a Board Member of the Nogales Santa Cruz County Economic Development Foundation (EDF). As per my conversation with Chairman Bracker two days ago, I am attaching a proposed Concurrence Letter and proposed PILOT Agreement pertaining to the Application of Capin-Vyborny, LLC to designate a subzone within the Foreign Trade Zone in Santa Cruz County. As Chairman Bracker knows, the EDF is the Grantee of FTZ-060 which now services all of Santa Cruz County.

I don't know if County Manager St. John has dealt with an issue like this before so, in a nutshell, when property is activated in a Foreign Trade Zone the tax rate goes from Class 1 (18%) to class 6 (5%) for purposes of property taxes. Arizona and Missouri are the only two states that have such a statute to my knowledge.

What happens in light of the Arizona statute is that the Applicant, here Capin-Vyborny, agrees to pay what it would pay in taxes under the Class 1 assessment (the 13% difference between the 18% and 5%) to the taxing authorities directly. That way, nobody loses out on tax revenue. The FTZ Board in Washington, D.C. requires a letter of support from the various taxing authorities as their way of assuring that the taxing entities know about the situation and have addressed the issue. Hence my attached draft Concurrence Letter.

Also, just FYI I have sent almost identical letters and PILOT Agreements to NUSD No. 1, and the Provisional Community College Board and I have asked to get on their agendas to get this done as soon as possible.

This matter is time sensitive. Capin-Vyborny, LLC has been approached by several potential customers who want to start storing inventory in FTZ sites because of the disruption in supply chains because of COVID-19. We anticipate that supply chains may be permanently altered as a result of this pandemic and that this demand will continue and hopefully will result in increased employment in logistics and warehousing in the County.

Also just FYI, the County signed an almost identical PILOT Agreement and Concurrence Letter in November 2014 in connection with an Application by Suarez Brokerage. I am attaching an unsigned draft of that letter for your information. For some reason I don't have signed copies of that letter but I know it was signed because it was submitted with the Suarez Application which the FTZ Board in Washington D.C. approved. For some reason, Suarez never went ahead to activate their zone and the Suarez Pilot Agreement never went into effect. That is why the County has not received payments.

I hope that this provides some background.

My request is that the County put this matter on its May 19, 2020 Agenda as a proposed Action Item. Jean Paul Destarac of Capin-Vyborny (copied on this) and I will be available to present the issue and answer the Board's questions. If you need our physical presence at the meeting, please let me know.

Thanks you both for your assistance on this.

Kip Martin

Robert C. (Kip) Martin

COOGAN & MARTIN, P.C.  
825 North Grand Avenue, Suite 200  
Nogales, Arizona 85621  
(520) 287-2110  
(520) 287-5201 Fax

**Pursuant to CDC recommendations and for everyone's health and well-being, we are minimizing personal contact during the global pandemic of COVID-19. Our office will have restricted access. Many of our employees are being asked to work from home so please make every effort to communicate with us through e-mail. We understand the importance of your work and are doing all we can to insure a smooth process despite the turbulent conditions. We appreciate your patience and understanding during these unprecedented times. Please stay safe!**

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# Board of Supervisors Santa Cruz County

MANUEL RUIZ  
District 1  
RUDY MOLERA  
District 2  
BRUCE BRACKER  
District 3

May 19, 2020

Mr. Andrew McGilvray  
Foreign Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Room 2111  
Washington D.C. 20230

Re: Letter of Concurrence for Subzone/Usage Driven Designation for Foreign Trade Zone (FTZ) 60.

Dear Mr. McGilvray:

The Nogales Santa Cruz County Economic Development Foundation (EDF) is submitting a request for a Subzone or Usage-Driven Designation (“Minor Boundary Modification”) to the Foreign Trade Zone Board in order to allow access to zone benefits on behalf of an existing general purpose zone operator located in Nogales, Arizona, which is under our jurisdiction. The new site is located at 949 W. Bell Road, Nogales, Arizona and bears Santa Cruz County Assessor Parcel Numbers 102-04-012D and 102-04-090. This Subzone/Usage Driven Site will be operated by Capin-Vyborny, LLC. The FTZ activities, which will be conducted by Capin-Vyborny, LLC, include receipt, storage and shipment of goods.

The Santa Cruz County Board of Supervisors concurs with the boundary modification as proposed which will add a new Subzone/Usage Driven Designation to FTZ 60 under the Capin-Vyborny Site.

If you have any questions or require additional information, please contact Jennifer St. John at [JStJohn@santacruzcountyaz.gov](mailto:JStJohn@santacruzcountyaz.gov).

Sincerely,

\_\_\_\_\_  
Bruce Bracker, Chair

\_\_\_\_\_  
Manuel Ruiz, Vice-Chair

\_\_\_\_\_  
Rudy Molera, Member

---

Santa Cruz County Complex

\* 2150 North Congress Drive \* P.O. Box 1150 \* Nogales, Arizona 85621

\* (520) 375-7812 \* FAX (520) 761-7843 \* TDD (520) 761-7816



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*
\*\*Notice: Allow 30-45 days to process permanent change of premises\*\*

[X] Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

\*SEE ATTACHED\*

[ ] Temporary change (No Fee) for date(s) of: \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ list specific purpose for change:

1. Licensee's Name: Jesser Cheryl L. License #: 06120009 - Bar
2. Mailing address: P.O Box 786 Sonoita AZ 85637
3. Business Name: Copper Brothel Brewery LLC
4. Business Address: 3112 Hwy 83 Sonoita AZ 85637
5. Email Address: rjesser@r2rlogistics.com
6. Business Phone Number: 520-405-6721 Contact Phone Number: 303-710-0247

7. Is extension of premises/patio complete?
If no, what is your estimated completion date? 06 / 15 / 2020

8. Do you understand Arizona Liquor Laws and Regulations?
[X] Yes [ ] No

9. Does this extension bring your premises within 300 feet of a church or school?
[ ] Yes [X] No

10. Have you received approved Liquor Law Training?
[X] Yes [ ] No

11. What security precautions will be taken to prevent liquor violation s in the extended area?
\*SEE ATTACHED\*

12. IMPORTANT: Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

\_\_\_\_\_  
\_\_\_\_\_

Approval  Disapproval by **DLIC**: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Cheryl Jesser**

I, (Print Full Name) Cheryl Jesser, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Cheryl Jesser  
5/21/2020

**GOVERNING BOARD**

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

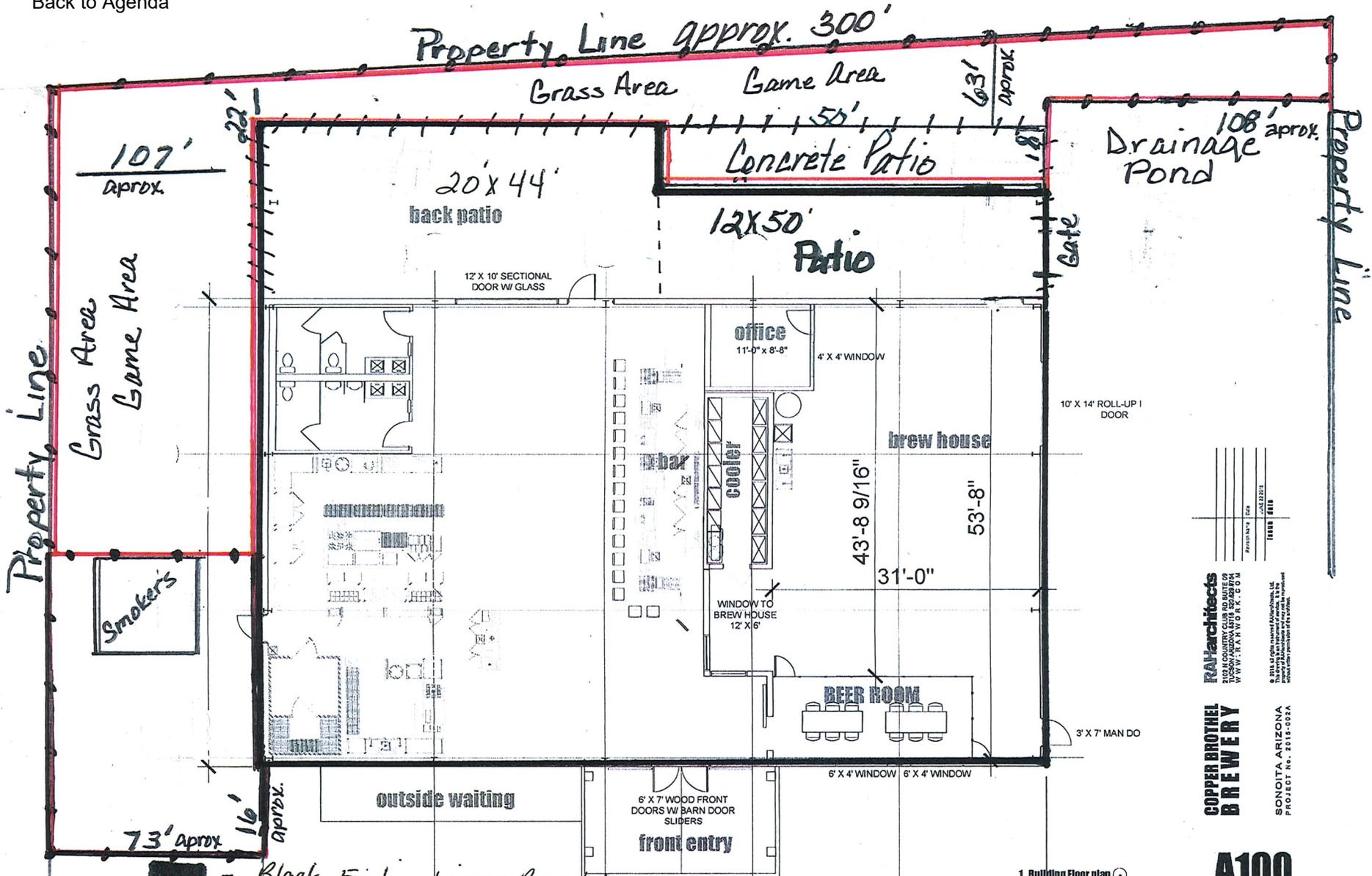
Approval  Disapproval

\_\_\_\_\_  
Authorized Signature Title Agency Date

**DLIC USE ONLY**

Investigation Recommendation:  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Director Signature required for Disapprovals: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



- Black - Existing liquor Boundaries
- Red - Extended Area
- |||| - Fenced - (Existing)
- - To Be fenced prior to allowing alcohol consumption in this area

\* No Alcohol Beyond this sign will be posted along fences.

# Copper Brothel Brewery

Architect	RAA Architects
Address	1100 E. 10th
City	Tucson, Arizona
State	Arizona
Zip	85704
Phone	520.298.1111
Website	www.raaarchitects.com

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**COPPER BROTHEL BREWERY**

SONOITA, ARIZONA  
 PROJECT NO. 2015-002A

**A100**  
 FLOOR PLAN

1 Building Floor plan  
 1/4" = 10'

APPLICATION FOR FIREWORKS DISPLAY

To: SANTA CRUZ COUNTY BOARD OF SUPERVISORS:

Application is hereby made for the granting of a permit to  
conduct supervised fireworks display on May 21, 2020 (Date)  
at Rio Rico High School, 1374 W. Frontage Rd, Rio Rico AZ 85648  
(name of organization) (address)

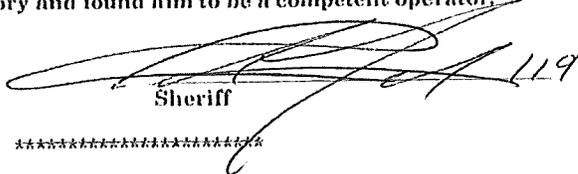
Applicant states that Kevin Luckenbill  
will be in charge of this display and responsible for the acts performed  
hereby; and Fireworks Productions of AZ states that he is a qualified  
and competent person to direct this display in such a manner that it will not  
be hazardous to property or endanger any person.

Cindy Herbel Nagesh Kumar  
Director of Display Person in charge of premises where  
display is located.

\*\*\*\*\*

APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

I have investigated the premises described by the applicant and  
found them to be satisfactory and found him to be a competent operator.

  
Sheriff

\*\*\*\*\*

PERMIT FOR FIREWORKS DISPLAY

The application of the \_\_\_\_\_,  
having been filled with the undersigned Board of Supervisors, pursuant to  
Section 36-1603, Arizona Revised Statutes, 1956, together with proper bond  
as provided by law and same having been approved by the Sheriff:

Permission is herefore and hereby granted to \_\_\_\_\_  
to conduct a fireworks display at \_\_\_\_\_  
(name of organization) (address)

AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display  
be given not later than one week from date specified above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_

**MERCHANTS**  
**BONDING COMPANY**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**FIREWORKS DISPLAY BOND**

Bond No. AZ 423911

KNOW ALL PERSONS BY THESE PRESENTS, that we

FIREWORKS PRODUCTIONS OF ARIZONA LTD

as Principal, and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized under the laws of the State of Iowa, and duly authorized and licensed to do business in the State of Arizona, as Surety, are firmly bound unto Santa Cruz County

State of Arizona  
in the sum of One Thousand Dollars DOLLARS (\$\$1,000.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal FIREWORKS PRODUCTIONS OF ARIZONA LTD desires to have a permit for Fireworks Display and in order to have such display it is necessary for said FIREWORKS PRODUCTIONS OF ARIZONA LTD

to execute a surety bond in the amount of One Thousand Dollars Dollars (\$ \$1,000.00 ) conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941.

NOW, THEREFORE, if the said FIREWORKS PRODUCTIONS OF ARIZONA LTD well and truly observe, carry out, perform and comply with all requirements, terms and provisions of the Ordinances of the Board of Supervisors of Santa Cruz County, State of Arizona, conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941, for a period from 12:01 A.M. June 2, 2019 to 12:01 A.M. June 2, 2020 then this obligation to be void, and of no effect.

SIGNED, sealed and dated this 16th day of April, 2019.

FIREWORKS PRODUCTIONS OF ARIZONA LTD  
Principal

MERCHANTS BONDING COMPANY (MUTUAL)

By Lori Bogart  
Attorney-in-fact Lori Bogart



## RIO RICO HIGH SCHOOL

Thursday, May 21, 2020

### Graduation

3 minute display

Total Aerial Shells 95



In celebration of the Seniors, a spectacular burst of color and sound opens in the sky. Immediately following, the night is filled for 3 minutes by brilliantly colored shells. Finally, in a grand burst of thunderous celebration, shells rocket skyward to conclude the evening's festivities.

#### Opening:

*Rio Rico High School's Graduation celebration begins with a beautiful burst of fiery colors to electrify and thrill the 2020 graduates and their guests.*

7 - 3" Chinese Color Shells

#### Aerial Display:

*An exciting assortment of brilliantly-colored shells, including Chrysanthemums, Waves, Crowns, Peonies, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.*

Your Aerial Display will contain a total of 60 aerial shells.

3" - **60** Chinese Fancy's & Specials

#### GRANDE FINALE:

*Rio Rico High School's Graduation celebration ends in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.*

Your Grande Finale consists of 28 – 3" aerial shells.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2020

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

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

<b>PRODUCER</b> The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	<b>CONTACT NAME:</b> Janet Nau <b>PHONE (A/C, No, Ext):</b> 425-455-5640 <b>FAX (A/C, No):</b> 425-455-6727 <b>E-MAIL ADDRESS:</b> jnau@tpgrp.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : T.H.E. Insurance Company <span style="float: right;">NAIC # 12866</span>	
INSURER B : Travelers Property Casualty Co of America <span style="float: right;">25674</span>	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER: 1947606748** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		CPP010586203	10/9/2019	10/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CPP010586203	10/9/2019	10/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			ELP001232903	10/9/2019	10/9/2020	EACH OCCURRENCE \$ 9,000,000 GL Onl AGGREGATE \$ 9,000,000 GL Onl \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1K643590 - Arizona	10/9/2019	10/9/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Excess Liability - Occurrenc			ELP001291101	10/9/2019	10/9/2020	Each Occ/Agg. \$4,000,000
A	Auto Excess Liability - Occurrenc			ELP001291201	10/9/2019	10/9/2020	Each Occ/Agg. \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract.

Date of Display: May 21, 2020  
 Location of Display: Rio Rico High School  
 Additional Insured(s): State of Arizona; Town of Rio Rico; Santa Cruz County; Santa Cruz Valley Unified School District; Rio Rico High School; Tubac Fire District.

<b>CERTIFICATE HOLDER</b>  Rio Rico High School 1374 W. Frontage Road Rio Rico AZ 85648	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Site Map**

Maximum Shell Size: 3" Aerial

Fireworks Productions of Arizona

480-948-0090

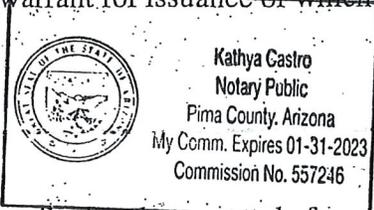
info@fireworksaz.com



This portion to be filled in as to the surety only and not to the payee

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF SANTA CRUZ )

The undersigned surety being first duly sworn, deposes and may, each for herself/himself, that (s)he is surety on the foregoing bond and has unencumbered assets exempt from execution worth at least double the amount of the face value of the duplicated warrant for issuance of which the foregoing bond was given.



Surety: [Signature]

Subscribed and sworn to before me this 10 day of March, 2020

My Commission Expires: 01-31-2023

[Signature]  
Notary Public

Approved as to form: \_\_\_\_\_ (date)

\_\_\_\_\_  
County Attorney (Deputy)

**NOTE: A STOP PAYMENT ORDER MUST BE GIVEN TO THE COUNTY TREASURER BEFORE THE NEW WARRANT CAN BE ISSUED**

FOR THE CLERK OF THE BOARD OF SUPERVISORS

According to the minutes of the Board of Supervisors of Santa Cruz County, \_\_\_\_\_, 20\_\_\_\_, it appears to the satisfaction of the Board that the warrant has been lost or destroyed, and there is no reasonable probability of its being found or presented, and the surety on the foregoing bond was approved and the duplicated warrant was ordered issued.

\_\_\_\_\_  
Clerk of the Board of Supervisors  
Santa Cruz County