Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1
RUDY MOLERA
District 2
JOHN MAYNARD
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 ***WEDNESDAY, June 15th, 2016*** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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 9th day of June, 2016.

Melinda Meek, Clerk
Board of Supervisors

Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

JOHN MAYNARD
District 3

AMENDED 6/14/16

A G E N D A

June 15, 2016 at 9:30 a.m.

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

"This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date."

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. EXECUTIVE SESSION

1. Pursuant to A.R.S. §38-431.03(A) (3) and (4), discussion and consultation with attorney for legal advice and in order to consider its position and instruct the County Manager, County Assessor and counsel regarding Loma Mariposa Limited Partnership V. Santa Cruz County TX2013-000606 appeal (Req: County Attorney)

2. Pursuant to A.R.S. §38-431.03(A) (3) discussion and consultation with attorney for legal advice and in order to consider its position regarding county wide internet services (Req: Supervisor Maynard)

G. AGENDA ITEMS **ACTION TAKEN**

1. Discussion/possible action to approve re-appointment of Honorable Denneen L. Peterson as Judge Pro-Tempore to serve the Superior Court in Santa Cruz County from July 1, 2016 - December 31, 2016 (Req: Honorable Judge Fink) _____
2. Discussion/possible action to approve the Superior Court's Amended Fill the Gap Grant request funded through the Administrative Office of the Courts (Req: Honorable Judge Fink) _____
3. Discussion/possible action to approve HIDTA Grant Agreement FY16 between the City of Tucson Police Department and the Sheriff's Office (Req: Sheriff) _____
4. Discussion/possible action to approve Drug, Gang, and Violent Crime Control Grant from the Arizona Criminal Justice Commission for FY17, Award No. DC-17-012 (Req: Sheriff) _____
5. Discussion/possible action to approve 2016-2017 Arizona Criminal Justice Commission Drug, Gang and Violent Crime Grant FY 2016-2017 DC-17-032 (Req: County Attorney) _____
6. Discussion/possible action to approve FY17 Victim Assistance Grant Agreement VA-17-029 (Req: County Attorney) _____
7. Discussion/possible action to approve Intergovernmental Agreement with the Santa Cruz Valley Unified School District #35 for use of Santa Cruz County equipment (Req: County Manager) _____
8. Discussion/possible action to approve vehicle donation to the Nogales Unified School District #1 for their use (Req: County Manager) _____
9. Discussion/possible action to approve Intergovernmental Agreement No: ADHS17-133199 with the Arizona Department of Health Services for Public Health Emergency Preparedness (Req: Shelly Jacobs) _____

10. Discussion/possible action to instruct County Manager, County Assessor and Counsel regarding the Board of Supervisors position with regards to Loma Mariposa Limited Partnership V. Santa Cruz County TX2013-000606 appeal (Req: County Attorney)
11. Discussion/possible action to approve Professional Outside Services Agreement with Knowledge Capital Alliance, Inc. for Continuity of Operations Plan revision (Req: Shelly Jacobs)
12. Discussion/possible action to approve Application for Special Event License: Boys & Girls Club of Santa Cruz County, July 4, 2016 (Req: Clerk)
13. Discussion/possible action to direct staff to investigate how to proceed in order to facilitate internet coverage throughout Santa Cruz County (Req: Supervisor John Maynard)
14. Presentation of retirement plaque to Mary Dahl, Director of Community Development (Req: County Manager)
15. Discussion/possible action to approve Certificates of Removal and Abatement of Taxes and/or Penalty: (Req: Treasurer)
    a. 114-04-110 – Chi Kim Hyun & Hae Yu Mi, $9,764.72
    b. 111-23-011 – Steve D. & Beth A Bjerke, $1,295.10
    c. 101-50-044 – Citizens Utilities Valuation Group, $19,122.66
16. Tax Valuation Adjustment 106-37-051A – Margaret S Enriquez, Mary F Adams & Florence S Cota, Resolution No. 34444 (Req: Assessor)
17. Demands
18. Monthly Reports
19. Approval of Minutes: 10/21/15

H. STUDY SESSION

1. Discussion regarding capital improvement projects and funding sources within the Public Works Department (Req: County Manager)
2. Discussion regarding countywide internet services (Req: Supervisor Maynard)

I. ADJOURNMENT

Posted: 6/14/16 at 7:31 a.m. by LT

Melinda Meek
Melinda Meek, 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)

Back to Agenda

CASH AND INVESTMENT REPORT

June 15, 2016

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	**100**	**GENERAL FUND**	**1,709,090**	**79,851**	**8,528,021**	**10,237,112**
225	101	J.P. #1 TIME PAYMENT FEES	38,936			38,936
245	102	J.P. #2 TIME PAYMENT FEES	(5,267)			(5,267)
262	103	J.C.E.F. COURT FEES	135,910			135,910
181	106	EXPED. CHILD SUPPORT & VISITATION	78,699			78,699
180	107	CLERK SUPERIOR COURT RETRIEVAL	78,469			78,469
182	108	SPOUSAL MAINTENANCE FUND	12,267			12,267
183	109	CHILD SUPPORT AUTOMATION FUND	1,853			1,853
125	110	PROSECUTION HIDTA (PIMA)	(55,039)			(55,039)
126	111	ATTORNEY'S DIVERSION PROGRAM	(1,032)			(1,032)
127	112	VICTIM RIGHTS NOTIFICATION	9,439			9,439
128	113	BAD CHECK COLLECTION	(2,986)			(2,986)
130	116	COST OF PROSECUTION	(131)		200	68
184	118	DOMESTIC REL. ED. MEDIATION FD	9,348			9,348
258	119	DOMESTIC REL. ED. CHILD ISSUES	681			681
185	122	NON IV-D CONVERSION FUND	707			707
259	125	FILL THE GAP (5%)	78,216			78,216
111	128	RETRIEVAL CONVERSION FUND	90,220		182,454	272,674
227	133	CIRCLES OF PEACE	8,719			8,719
203	134	LEPC GRANT	2,110			2,110
112	135	TAXPAYERS' INFORMATION FUND	56,943			56,943
204	137	PRE-DISASTER MITIGATION	(9,950)			(9,950)
205	139	DOMSTC PREP HAZRD MAT TRAINING	2			2
132	141	FILL THE GAP (ATTORNEY)	9,924			9,924
110	142	ASSESSOR'S RETRIEVAL	67,850			67,850
133	143	5% FTG ALLOC-C.A. 21.61%	36,049			36,049
206	144	EMERGENCY RESPONSE FUND	38			38
228	148	JUSTICE COURT #1 FARE FUND	5,605			5,605
151	151	FEDERAL PROGRAM INCOME-CA	(3,575)			(3,575)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	29,054			29,054
155	156	SLOT GRANT- COUNTY ATTORNEY	(18,890)			(18,890)
676	191	SCHOOL FOREST FEES FUND	30,292			30,292
677	192	EARLY LEARN-LEARNING TOGETHER	15,373			15,373
679	194	READING FIRST-TECH ASSISTANT	0			0
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	86,470			86,470
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
257	203	LAW LIBRARY FUND	54,961			54,961
120	204	OLD COURTHOUSE FUND	(8,639)			(8,639)
105	**205**	**ROAD FUND**	**1,320,775**		**661,748**	**1,982,524**
625	206	WASTE TIRE GRANT (ADEQ)	109,650			109,650
600	207	ANIMAL CONTROL FUND	(200,898)			(200,898)
601	208	STERILIZATION ENFORCEMENT FUND	37,260			37,260
106	209	ADOT HOUSE BILL 2565	0.12			0.12
134	210	ANTI-RACKETEERING #2	(102,527)			(102,527)
135	211	A.C.J.C. PROSECUTION #20	(9,344)			(9,344)
136	212	RESTITUTION--VICTIM COMP	21,575			21,575
138	214	ATTY'S VICTIMS COMP. FUND	(17,853)			(17,853)
326	216	HIDTA 16	0			0
327	217	SHERIFF A.C.J.C. GRANT	(18,935)			(18,935)
139	219	ATTORNEY'S ENHANCEMENT FUND	(20,195)			(20,195)
282	221	JUVENILE PROBATION FEES	107,091		24,930	132,021
263	222	FARE PROGRAM FUND	467			467
280	223	FAMILY COUNSELING GRANT	15,357			15,357
308	224	ADULT PROBATION FEES	284,644		96,502	381,145
140	225	VICTIM ASSISTANCE GRANT	(3,732)			(3,732)
277	226	JCEF-STANDARD	0			0
302	227	JCEF-STATE AID ENHANCEMENT	0			0
281	228	JUVENILE DIVERSION FEES	88,748		3,761	92,509
311	229	JCEF-ADULT INTENSIVE PROBATION	0			0
275	230	PIC-ACT GRANT	21,244			21,244
300	231	COMMUNITY PUNISHMENT PROGRAM	36,785			36,785
274	232	JCEF-JUVENILE INTENSIVE PROB.	0			0
250	233	CASA PROGRAM FUND	5,403			5,403
273	234	JUVENILE INTENSIVE PROBATION	17,506			17,506

310	235	ADULT INTENSIVE PROBATION	10,224			10,224
276	236	STANDARD PROBATION	14,636			14,636
301	237	STATE AID ENHANCEMENT GRANT	40,968			40,968
304	238	DRUG ENFORCEMENT GRANT	0			0
312	239	PROBATION/PAROLE SERVICES	5,379		48,077	53,455
330	240	JAIL ENHANCEMENT GRANT	324,440			324,440
331	242	GOHS GRANT (SHERIFF)	(13,759)			(13,759)
332	243	VICTIM BILL OF RIGHTS	832			832
333	247	CJEF BURGLARY PREVENTION	0			0
683	249	JUVENILE EDUCATION FUND	3,082			3,082
370	250	HEALTH SERVICE FUND	(18,236)			(18,236)
141	264	F.B.I. SEIZURE GRANT	0		975	975
255	267	TRAFFIC CASE PROCESSING FUND	11,619			11,619
337	268	DOJ BULLET PROOF VEST FUNDING	(6,788)			(6,788)
377	269	BIO-TERRORISM GRANT	(24,086)			(24,086)
338	270	AATA LAW ENFORCEMENT GRANT	625			625
685	272	TITLE II-A	8,402			8,402
339	273	DUI ENFORCEMENT GRANT	34,000			34,000
686	274	TITLE II-D	(342)			(342)
142	276	AZ AUTO THEFT AUTHORITY (ATTY)	3,969			3,969
143/342	277	PROGRAM INCOME C.A. & METRO	9,290			9,290
689	280	PART B IDEA BASIC	13,670			13,670
690	281	CHEMICAL ABUSE	0			0
381	284	EBOLA AWARD	(26,400)			(26,400)
346	286	ACJC/JAG UNDER 10K	1,476			1,476
344	287	ANTI METH INITIATIVE	64			64
379	288	T.B. GRANT	(37,695)			(37,695)
283	290	JUV PROB SVC EXTRA FEES > $40	19,921			19,921
307	291	ADULT PROB FEES INTRST COMP 30%	9,841			9,841
309	292	ADULT PROB SVC EXTRA FEES > $40	115,141			115,141
691	299	COUNTY JAIL EDUCATION	69,359			69,359
254	300	COMMUNITY ADVISORY BOARD	23			23
306	301	ADULT PROBATION DRUG TESTING	21,187			21,187
278	302	DIVERSION CONSEQUENCES	383			383
279	303	JUV PROB SVC FUND TREATMENT	14,182			14,182
303	304	DRUG TREATMENT & EDUCATION FUND	11,382			11,382
254	305	JUVENILE COMMUNITY ADVISORY BRD	-			-
305	306	VICTIMS RIGHTS PROBATION	14,107			14,107
251	307	MODEL COURT, CRT IMPROVEMENT	0			0
253	308	CASE PROCESSING IV-D	0			0
252	309	D.E.S. IV-D	(18,923)			(18,923)
256	312	FTG-INDIGENT DEFENSE	4		22	26
626	313	SELF HHW/ABOP SITE	6,149			6,149
288	314	COMMUNITY SERVICE	387			387
287	315	JAIBG-JUV	209			209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0			0
260	321	5% FTG ALLOC-SUP CRT 57.37%	539,468			539,468
261	322	5% FTG ALLOC-IND DEF 20.53%	273,115			273,115
313	323	GLOBAL POSITIONING SYSTEM	(0.02)			(0)
800	332	EPA WETLANDS PROTECTION DEV	0			0
209	335	CITIZEN CORPS TRAIN #130405-01	0			0
650	**350**	**FLOOD CONTROL DISTRICT FUND**	**599,138**		**874,934**	**1,474,072**
950	351	FIRE DISTRICT SECONDARY FUND	2,164	(79,851)		2,164
352	352	BORDER SECURITY ENHANCEMENT	72			72
651	353	FLOOD CONTROL RESERVE FUND	592,305		61,716	654,020
354	354	ICE GRANT	(61,574)			(61,574)
355	355	OPERATION STONE GARDEN #999435	(594)			(594)
356	356	SLOT GRANT	(2,376)			(2,376)
357	357	TOHONO O'ODHAM (SO)	7,539			7,539
358	358	OPERATION STONE GARDEN #130433-01	(2,086)			(2,086)
359	359	OPERATION STONE GARDEN #140425	16,356			16,356
360	361	OPERATION STONE GARDEN #150417	(119,850)			(119,850)
725	365	PROFESSIONAL DEVELOPMENT GRANT	(52)			(52)
746	377	WIA RAPID RESPONSE	(0.57)			(0.57)
727/728	380	WIA YOUTH PROGRAM	(33,089)			(33,089)
729	381	WIA GENERAL	6			6
731	383	LAND MANAGEMENT-WIA	10,665			10,665
732	384	WIA/TANF SET A SIDE	(1,523)			(1,523)
733	385	DEPT OF EDUC. RECREATION GRANT	2,221			2,221
747	387	ADULT EDUCATION	(13,042)			(13,042)
739	393	WIA ADULT	(28,131)			(28,131)
740	394	WIA DISLOCATED WORKER	(27,891)			(27,891)
741	395	WIA ADMINISTRATION	(2,645)			(2,645)

745	397	WORK INCENTIVE GRANT	0		0
400	408	APRON RECONSTRUCTION	41,285		41,285
490	415	CDBG PROJECTS	59,567		59,567
406	429	FY 2014 CDBG REGIONAL ACCOUNT	0		0
407	430	PHASE 1 - APRON DESIGN	(3,736)		(3,736)
451	431	RIO RICO RD IMPROVEMENT-CDBG	(105,748)		(105,748)
412	441	EVIRON ASSESSMENT-LAND ACQ	(313)		(313)
414	443	AIRPORT MASTER PLAN UPDATE	6,800		6,800
453	453	CDBG GORRION COURT	2,099		2,099
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	90,779	111,219	201,998
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	51,139	53,475
121	488	BUILDING DEBT SERVICE	626,703	52,022	678,725
325	**489**	**JAIL DISTRICT**	**(97,014)**	**1,681**	**(95,332)**
502	502	TOHONO O'ODHAM (LANDFILL)	-		-
210	503	HAZMAT CAPACITY BUILDING	(33,050)		(33,050)
500	540	LANDFILL	(36,865)		(36,865)
501	541	LANDFILL RESERVE FUND	237,452	994,074	1,231,526
602	602	OFFICER SAFETY EQUIPMENT-AC	2,204		2,204
704	659	IDEA BASIC/SECURE CARE (Z-220)	8,449		8,449
701	663	1ST CENT COM. LEARNING (Z-300)	481		481
706	664	TAYLOR GRAZING FEES (Z-395)	719		719
707	665	STATE CHEMICAL ABUSE (Z-430)	30		30
951	667	INDIRECT COSTS (Z-570)	7,058		7,058
699	676	SPECIAL SVCS 15-365 (Z-931)	331,057		331,057
953	677	SCC CONSORTIUM DUES (Z-834)	2,254		2,254
711	687	IDEA BASIC ADULT SECURE CARE	448		448
712	688	JUVENILE DETENTION LEARN	1,700		1,700
118	689	HAVA BLOCK GRANT	15,178		15,178
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	5,519		5,519
716	716	TEAM ANONYMOUS	7,917		7,917
717	717	ADOLESCENT WELLNESS NETWORK	13,714		13,714
718	718	DISTRICT #99-INSURANCE FUND	10,176		10,176
719	719	YOUTH CAREER CONNECT GRANT	(52,621)		(52,621)
720	720	HEALTHY STUDENTS	(58,470)		(58,470)
750	750	ADULT EDUCATION - ELAA STATE	(25,300)		(25,300)
751	751	ADULT EDUCATION - ELAA FEDERAL	(31,859)		(31,859)
752	752	CAREER & COLLEGE READINESS	2		2
753	753	ADULT EDUCATION - ABE/ASE STATE	(6,872)		(6,872)
756	756	WIOA TABE 9-10	(18,932)		(18,932)
759	759	WIOA POSTSECONDARY BRIDGE	(3,918)		(3,918)
186	956	EMANCIPATION ADMIN COSTS	66		66
248	974	COURT ENHANCEMENT FEE-JP #2	31,396		31,396
247	975	$13 ASSESSMENT FUND-JP #2	6,447		6,447
231	976	COURT ENHANCEMENT FEE-JP #1	71,957		71,957
230	977	$13 ASSESSMENT FUND-JP #1	33,547		33,547
353	978	OFFICER SAFETY EQUIPMENT-SO	28,852		28,852
148	981	DOMESTIC VIOLENCE STOP GRANT	(48,666)		(48,666)
107	985	PALO PARADO RAILROAD IMPROV	0		0
149	986	VICTIM SERVICES DONATIONS	2,038		2,038
229	987	INCREASING EFFICIENCY	13,469		13,469
289	988	JUV DIVERSION SVC FEES-OVER	7,267		7,267
351	992	FEDERAL PROGRAM INCOME-MTF	7,457		7,457
386	993	MEDICAL RESERVE CORP	22,743		22,743
246	995	JP 2 FARE PROGRAM	1,053		1,053
208	997	CITIZEN CORPS TRAIN #150406-02	(2,537)		(2,537)
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP FUND	10,662		10,662
		TOTALS FOR ALL FUNDS	**7,788,633**	**11,693,474**	**$ 19,482,107**
		SUSPENSE FUND (AMT. UNAPPORT.)	**0**		

PROJECTED END OF THE MONTH BALANCE
FOR GENERAL FUND

GENERAL FUND NET CASH BALANCE	1,709,090	
PENDING - REVENUE		
AUTO LIEU	80,000	
SALES TAX	150,000	
COUNTY 1/2 CENT TAX	175,000	
APPORTIONMENT AMOUNT	0	
LOTTERY	0	
PENDING - EXPENDITURES		
JUNE 15, 2016 EXPENSE WARRANTS	(248,774)	
JUNE 24, 2016 PAYROLL WARRANTS	(465,000)	
JUNE 29, 2016 EXPENSE WARRANTS	(250,000)	
SPECIAL REVENUE DEFICIT	(1,443,979)	
STATE POOL INVESTMENT	8,528,021	
ESTIMATED E.O.M. BALANCE	**8,234,359**	
DIFFERENCE		**(284,364)**
CASH AT JUNE 2015	**8,518,723**	

ARIZONA SUPERIOR COURT
SANTA CRUZ COUNTY

Thomas Fink
Presiding Judge of Superior Court
Division I

Kimberly A. Corsaro
Presiding Judge of Juvenile Court

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

Diane L. Culin
Court Administrator

Memorandum

To: **Summer Dalton, AOC, Amended Fill the Gap Request Local Funds – FY 2016**

From: **The Honorable Thomas L. Fink** 77
Diane L. Culin, Court Administrator

Date: **June 7, 2016**

This is an Amended Fill the Gap Request to add $8300 from FTG Local funds to an existing FTG grant from the Superior Court in Santa Cruz County. This request is included in the "Travel" line area, as its intended use is for intensive interpreter training set for July 4-21, 2016. This added request brings the total Travel Budget line to $13.300.

We have used some of the money we previously requested for interpreter training and equipment but the costs for the staff's attendance at an upcoming intensive institute were more than expected. Those registration fees need to be paid by June 20, 2016.

The Superior Court criminal caseload in Santa Cruz County has an inordinately high need for Spanish interpreters. Many of these criminal case hearings need interpreters and minimal, if any, notice is available for adjustments in interpreter scheduling. Initial Appearances and Preliminary Hearings, as an example, are common hearings and the immediate need for in interpreter becomes apparent at the hearing. Our approach will be to have more Spanish interpreters credentialed and available to keep these cases moving on the calendar. More interpreters will also allow us to avoid a backlog of criminal cases that may otherwise be continued or delayed due to the scheduling of interpreters.

This training will also improve our Access to Justice work for limited English proficient persons.

Please feel free to call me with any questions, 520-400-3271 (cell); 520-375-8154 (office).

AMENDED FILL THE GAP (FTG) APPLICATION FY2016

A. APPLICANT INFORMATION

1.	**COURT NAME:** Santa Cruz County Superior Court		
2.	**CONTACT PERSON:** Diane Culin	**3. TITLE:** Court Administrator	
4.	**ADDRESS (STREET, CITY, STATE, ZIP):** 2160 N. Congress Drive, Ste. 2300, Nogales, AZ 85621		
5.	**PHONE:** (520) 375-7740	**6. FAX:** (520) 375-8203	**7. E-MAIL ADDRESS:** dculin@courts.az.gov

B. BUDGET INFORMATION

8.	**PROJECT TITLE:** FTG Superior Court and Clerk Project		
9.	**BEGIN DATE:** July 1, 2015	**END DATE:** June 30, 2016	
10.	**AMOUNT STATE FTG REQUESTED:** **$ 14,988.00**	**AMOUNT LOCAL FTG REQUESTED:** **$ 17,312.00**	**LOCAL BALANCE (COURT PORTION):** **$ 540,985.74** **AS OF:** June 1, 2016 **(CERTIFIED BY LOCAL FINANCE)**
11.	**OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE $ AMOUNT):** -0-		
12.	☐ **NEW REQUEST**	☒ **CONTINUE PROJECT – TIME & $** ☐ **CONTINUE PROJECT – ADDITIONAL STAFF** **GPT #**	☐ **EXTEND PROJECT** **MORE TIME** **NO ADDITIONAL FUNDS** **GPT #**

C. PROJECT INFORMATION

13. DESCRIPTION OF PROJECT PLAN.

Please refer to the attached letter and documents.

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

In Santa Cruz Superior Court, jury pools are assembled in a courtroom (not a jury assembly room) for briefings, orientation, and for the jury selection process. It is necessary that two portable microphones be added to two of the courtrooms which are used for jury selection. Further the sound systems in these courtrooms must also include receivers specific to the recording system so that the potential juror's voice is not only heard better in the courtroom, but also the voice can become part of the record.

Funds are requested in this grant to purchase and install this new equipment. It is a one-time cost that will improve the record and the speed of criminal case jury selection.

In Santa Cruz courts as many as 70% of criminal case defendants speak only Spanish. Under a newly adopted Supreme Court Administrative Order #2016-02, all staff interpreters must become credentialed under new Arizona Courts Standards. Tests and specialized training for this fiscal year will cost approximately $5,000. This request is for the funding to purchase interpreter institute registration costs (including lodging and per diem costs), other training and subscriptions needed to advance the skills and expertise of staff interpreters.

Amended Request: This is a request for additional training dollars in FTG to be used specifically for a three week intensive interpreter training institute for three court employees identified to become court interpreters. Since preparing the above request for Fill the Gap funding, some of which would be used for Interpreter training, our Superior Court has lost 2 staff interpreters, and has also determined the need to improve its past practices from using bilingual employees to interpret to new plans to only use tested, qualified interpreters. This is an important milestone for justice in our criminal cases, but it does not come without costs and implementation issues. Since so many of our criminal cases require a Spanish interpreter, we cannot manage the caseload with the remaining one interpreter, and costs to contract for interpreters from other counties are costing $700-$1,000 per week. We have three staff who are attending training and preparing themselves to become an Arizona Certified Court Interpreter. But the amount of intensive training needed is more than we expected in our initial request for funding in this area. Funding their attendance at an upcoming intensive institute is one step closer to attaining certification, and one more step toward avoiding a backlog of criminal cases due to the excessive continuances and delays that may come about as a result of no access to skilled interpreters.

This accomplishment will be a work in progress, but our goal is to not suffer undue delays in criminal case processing simply because we do not have enough interpreters for these cases and parties associated with the cases. Our request is for an additional $***8,300.00.*** *(the new travel budgeted amount will be $13,300.00, not $5,000.00).*

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

Equipment to improve sound and recordings will be installed by June 30, 2016.

Interpreter's skills will be improved and measured through training and testing.

The Deputy Clerk will assist in improving the processing of criminal cases. The Deputy Clerk is currently assisting with the processing of approximately 70 cases daily. It is projected that in the year 2016, the clerk will assist in processing an average of between 70-75 cases daily.

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE).		
PERSONNEL	$	14,500.00
PROFESSIONAL SERVICES	$	-0-
TRAVEL	$	13,300.00
OTHER OPERATING	$	-0-
EQUIPMENT – COURT ROOMS	$	4,500.00
COMPUTER EQUIPMENT	$	-0-
TOTAL	$	32,300.00
PLEASE ENTER THE PORTION IN SECTION D. TOTAL THAT WAS PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS PRIOR TO 7/1/09. (SESSION LAW H.B. 2010, SUSPENDING A.R.S. 12-102.02 AND 12-102.03)	$	-0-

E. BUDGET (CLERK OF THE COURT)		
PERSONNEL	$	
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT/FURNITURE	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	-0-
PLEASE ENTER THE PORTION IN SECTION D. TOTAL THAT WAS PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS PRIOR TO 7/1/09. (SESSION LAW H.B. 2010, SUSPENDING A.R.S. 12-102.02 AND 12-102.03)	$	

F. BUDGET (JUSTICE COURT)		
PERSONNEL	$	
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	-0-
PLEASE ENTER THE PORTION IN SECTION D. TOTAL THAT WAS PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS PRIOR TO 7/1/09. (SESSION LAW H.B. 2010, SUSPENDING A.R.S. 12-102.02 AND 12-102.03)	$	

G. Personnel Expenditure Detail

Superior Court

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
1	Deputy Clerk – Please refer to the attached description.	$ 14,500.00
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total		$ 14,500.00

CLERK OF THE COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total		$ -0-

JUSTICE COURTS

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total		$ -0-

H. Equipment Expenditure Detail

Superior Court

Type of Equipment	Amount
Portable wireless microphones, receivers, and transmitters	$ 4,500.00
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$ 4,500.00

CLERK OF THE COURT

Type of Equipment/Furniture/Other Operating	Amount
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$ -0-

JUSTICE COURT

Type of Equipment	Amount
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$ -0-

I. SIGNATURES OF SUBMITTING PARTIES

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

PRESIDING JUDGE SUPERIOR COURT — DATE

Hon. Thomas Fink
PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CHAIRMAN, BOARD OF SUPERVISORS — DATE

Rudy Molera
PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CLERK OF THE SUPERIOR COURT — DATE

Juan Pablo Guzman
PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

PRESIDING JUSTICE OF THE PEACE — 6.13.16 DATE

Hon. Keith D. Barth
PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:
GRANT SPECIALIST
COURT SERVICES DIVISION
ADMINISTRATIVE OFFICE OF THE COURTS
1501 W. WASHINGTON, SUITE 410
PHOENIX, AZ 85007

TONY ESTRADA
SHERIFF

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: June 8, 2016

TO: Honorable Rudy Molera, Chairman of the Board of Supervisors and members of the Board

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

SUBJECT: High Intensity Drug Trafficking Area (HIDTA) Grant

RECOMMENDATION:

Requesting approval to enter into an agreement with the City of Tucson for the High Intensity Drug Trafficking Area Grant Agreement HT-16-2629.

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 Force and law enforcement for the purpose of investigating drugs, gang and violent crime.

FINANCIAL IMPLICATIONS:

Santa Cruz County is responsible for the difference of 25% in salaries towards ERE's that HIDTA is not reimbursing.

Cc: Sheriff
File

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

COT Grant Number ***HT-16-2629***

This Grant Agreement is made this 1ST day of January 2016 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, 2016** and terminate on **December 31, 2017**. 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 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 Police Department
   HIDTA FIDUCIARY SECTION
   270 S. Stone
   Tucson, Arizona 85701
   Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

Santa Cruz County Sheriff's Office
2150 North Congress Drive
Nogales, AZ 85621
Attn: Sheriff Tony Estrada

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.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	**$231,881.00**
Fringe Benefits	**$68,790.00**
Overtime	**$0.00**
Travel	**$0.00**
Facilities	**$0.00**
Services	**$0.00**
Operating Expenses:	
Supplies	**$0.00**
Other	**$0.00**
Equipment (listed below)	**$0.00**
TOTAL	**$300,671.00**
See attached for budget detail.	

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 *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B.*

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 2 CFR Part 2800 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.
   Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

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 indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* 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 $1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $1,000, the GRANTEE will use its own policy.

    The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at $ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

    The GRANTEE agrees to abide by Section 8.6 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 Section 8.07 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.

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:

Report Period Month of:	**Due Date:**	**Report Period Month of:**	**Due Date:**
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
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 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 obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of $150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.

19. 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 2867.10 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

20. 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.

21. 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.

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

23. 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.

24. 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.

Back to Agenda

25. 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 Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

26. Unless GRANTEE is a State agency, 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 Imdemnitee, 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".

27. 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.

28. 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 1999-4 and 2000-4. 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.

Back to Agenda

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP 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.

30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.

31. 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.

32. 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.

33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.

34. 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.

35. 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.

36. 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

Back to Agenda

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

38. 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.

39. 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.

40. 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.

41. 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

Rudy Molera - Chairman

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

Statutory or other legal authority to enter into Agreement:

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

FOR CITY OF TUCSON:

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

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

CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

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

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The 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.

Back to Agenda

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

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.

Grant Number: «GrantNumber»

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.

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.

Effective 11-16

ELIZABETH KEMPSHALL
EXECUTIVE DIRECTOR

SOUTHWEST BORDER HIDTA
ARIZONA REGION

602.426.1142
EKEMPSHALL@AZHIDTA.ORG
5350 N. 48TH STREET, SUITE 225
CHANDLER, AZ 85226
WWW.AZHIDTA.ORG

November 2014

Sheriff Tony Estrada
Santa Cruz County Sheriff's Office
2170 N. Congress Drive, Suite A
Nogales, AZ 85621

Dear Sheriff Estrada:

The Arizona HIDTA Executive Board would like to thank you for your continued partnership in addressing the drug threats facing our communities. Your participation in the HIDTA Program has strengthened the efforts of drug law enforcement throughout Arizona and the Nation.

Over the past three years, your participation in the Santa Cruz County HIDTA Investigative Task Force has resulted in six drug trafficking organizations being investigated in Santa Cruz County. These investigations resulted in the seizure of:

- Marijuana – 37,599 kilograms
- Cocaine – 237 kilograms
- Methamphetamine – 224 kilograms
- Heroin – 40 kilograms
- Cash and Assets – $4,752,427

In addition, 44 criminal operations were disrupted or dismantled.

The HIDTA Program strives to be a program that not only supports law enforcement financially, but one that is able to provide critical intelligence to investigators through the HIDTA Investigative Support Center and enhance investigative skills through a robust Training Program. Over the past four years, the Arizona HIDTA has worked extremely hard to develop an intelligence program that supports investigators by expanding investigations, providing critical time-sensitive information for tactical operations, identifying investigative overlaps, and supporting interdiction efforts. During the same four years, we have developed the first training center in Arizona dedicated to drug law enforcement. Our courses have been designed to support new narcotics investigators, experienced investigators, drug prosecutors, and intelligence analysts. We have been very pleased with the feedback received from the investigators, analysts, and prosecutors who have taken advantage of these two important components of the HIDTA Program.

Developing these two programs has been accomplished within the current funding level; however, the funding required to meet the escalating employee related expenses (ERE) or fringe benefit costs (fringe) for sworn positions, attorneys, and paralegals is not sustainable. To address this growing funding challenge and to enable us to continue to support the Initiatives, the Arizona HIDTA Executive Board will be considering a recommendation from the Financial Subcommittee to limit the amount of fringe costs reimbursed by HIDTA. The Financial Subcommittee is recommending that the Arizona HIDTA, in fiscal year 2016, limit fringe costs to 25% for currently funded sworn personnel, attorneys, and paralegals. It is the goal of the Subcommittee for the Executive Board to further reduce current fringe costs by 5% per year, until the fringe costs for these three personnel categories are no longer funded by fiscal year 2021.

If the recommendation is approved by the Executive Board, the impact to your agency would be:

- Based on the most recent grant approval for the 2015 award, HIDTA funds three sworn positions for your agency in the amount of $127,066 for personnel costs and 39.33% fringe in the amount of $49,974. If the fringe costs are limited to 25% in 2016, your agency's fringe costs will be reduced by $18,207.50, and by 2021, the total impact would be $49,974.

As law enforcement leaders, we are well aware how difficult funding reductions can be on our agencies, but be assured, the Arizona HIDTA Executive Board is committed to supporting Federal, state, local, and tribal partnerships through the HIDTA Program. Leveraging the resources of all law enforcement against the most significant targets impacting our communities will always be the most effective way to address the drug threats in our communities.

If you have any questions about the recommendation, please contact Arizona HIDTA Executive Director Elizabeth Kempshall.

Sincerely,

N. Dawn Mertz
Chair, Arizona HIDTA Financial Subcommittee
Special Agent in Charge, Internal Revenue Service Investigations

Aida Rodriguez

From: Maria I. Martinez
Sent: Monday, June 06, 2016 5:06 PM
To: Melanie Knapp; Aida Rodriguez; Ruben Fuentes
Cc: Mauricio Chavez
Subject: FY17 HIDTA & ACJC

HIDTA Grant #: HT-16-2629

	Awarded	Anticipated for FY16 5/1/16-6/30/16	Balance	Anticipated for FY17 7/1/16-6/30/17	Balance
Salaries	$ 231,881.00	$ 39,501.36	$ 192,379.64	$ 153,905.20	$ 38,474.44
EREs	$ 68,790.00	$ 11,027.13	$ 57,762.87	$ 60,451.13	$ (2,688.26)
	$ 300,671.00	$ 50,528.49	$ 250,142.51	$ 214,356.33	$ 35,786.18
SO-GF EREs		$ 7,744.48		$ 24,417.00	

The amount anticipated for FY16 (May & June 2016) was calculated slightly higher due to on-call estimates and is based on:

Medina (Salary + EREs + FY15/16 Accruals)
Rodriguez (Salary + EREs + FY15/16 Accruals)
Montoya (Salary + On-Call + 25% of Salaries & On-Call toward EREs + FY15/16 Accruals)
Pacheco (Salary + On-Call + 25% of Salaries & On-Call toward EREs + FY15/16 Accruals)
Sanchez (Salary + On-Call + 25% of Salaries & On-Call toward EREs + FY15/16 Accruals)

The amount anticipated for FY17 (7/1/16-6/30/17) will be entered into the FY17 budget and was based on:
Knapp (Salary + EREs + FY16/17 Accruals + FY17/18 Accruals)
Medina (Salary + EREs + FY16/17 Accruals + FY17/18 Accruals)
Rodriguez (Salary + EREs + FY16/17 Accruals + FY17/18 Accruals)
Pacheco (Salary + On-Call + 25 % of Salaries & On-Call toward EREs + FY16/17 Accruals + FY17/18 Accruals)

The amounts in red are the ERE amounts that will need to be absorbed by the Sheriff's Office.

As you can see, there will be an unused balance of $35,786.18 which could remain in Salaries & EREs or can be moved to another line item (w/GAN). Please advise us which line item you choose so that Mauricio can enter it in the budget.

Keep in mind that the amounts calculated can fluctuate depending on on-call hours worked and salary increases which in turn will affect the Sheriff's Office ERE match.

ACJC Grant #: DC-17-012

Salaries	41,236.00
EREs	91,495.00
Professional Services	25,367.00
Total	158,098.00

Federal Funds (41%)	64,820.00

State Funds (34%)	53,753.00
Cash Match (25%)	39,525.00
Total	158,098.00

Will the Sheriff's Office accept the award? Will it be used solely for SCCSO & NPD task-force related overtime? What account/fund will the cash match be absorbed from? Please advise as soon as possible to enter the amounts into the FY17 budget.

Thank you,

Maria I. Martinez
Accountant
SCC Finance Department
2150 N. Congress Dr., Rm #118
Nogales, AZ 85621
(520) 375-7825 Office

"We cannot solve our problems with the same thinking we used when we created them"
~Albert Einstein

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: June 15, 2016

TO: Honorable Rudy Molera, Chairman of the Board of Supervisors and members of the Board

THRU: Jennifer St. John
County Manager

FROM: Captain Ruben F. Fuentes

SUBJECT: Request for approval to accept the Drug, Gang, and Violent Crime Control Grant No. DC-17-012 from the Arizona Criminal Justice Commission.

RECOMMENDATION:

Recommend approval of the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant No. DC-17-012 for FY2017.

BACKGROUND:

The Santa Cruz County Sheriff's Office has previously received grant funds from the Arizona Criminal Justice Commission to assist in the operation of the Drug Task Force in an effort to combat drug, gang and violent crimes in Santa Cruz County.

The approved budget is for overtime expenses and fringe benefits and for contractual services provided by other law enforcement agencies to the task force.

Legal counsel has been provided a copy of the grant for review.

FINANCIAL IMPLICATIONS:

There are no financial implications to the county, as the cash match amount of 25% is paid from the state program income and anti-racketeering accounts which are generated by the seizures made through the task force.

Cc: Sheriff
File

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

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

None.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

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

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

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

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b.
This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:
Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time. .

Subcontractors:
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Back to Agenda

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

FOR GRANTEE:

Authorized Signatory Date

Rudy Molera - Chairman

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission Date

ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-17-012
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 7th day of June, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and SANTA CRUZ COUNTY, through SANTA CRUZ COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
   A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Santa Cruz County Sheriff's Office
2170 N. Congress Dr.
Nogales, Arizona 85621
Attn: **Sheriff Tony Estrada**

6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

   For grant awards less than $100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	NOT APPROVED
Fringe Benefits (for salaries/overtime)*	$41,236.00
Overtime	$91,495.00
Professional & Outside/Consultant & Contractual Services	$25,367.00
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	$158,098.00
Positions Funded: Overtime only Equipment Type: NOT APPROVED	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $64,820.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $53,753.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is $39,525.00.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

    Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than $5,000, GRANTEE will use its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and

providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

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

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide.*
Link: *OJP Financial Guide* http://www.ojp.usdoj.gov/financialguide/

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary

payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.

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

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

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

    Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim

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processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

39. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

40. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/

41. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230,* the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: http://www.ojp.usdoj.gov/financialguide/
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf

42. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

43. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

44. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* https://www.sam.gov/portal/public/SAM/

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45. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

46. 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.

47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

    "This was supported by Award No. 2014-DJ-BX-1020 and 2015-DJ-BX-1070 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

51. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

    "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* http://www.LEP.gov

52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

53. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

54. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

55. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

56. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx

57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all

schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx

58. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition.

    Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

59. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

60. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

61. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

    If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

62. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

63. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

64. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

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65. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

66. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

67. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

68. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

69. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

70. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

71. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

72. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

73. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

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74. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

75. 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.

76. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

77. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

3. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.

4. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.

5. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.

6. GRANTEE agrees to the completion of the Budget Detail Worksheet reflecting the overall budget within 45 days of award.

7. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

8. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

9. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdog.gov/BJA/resource/nepa.html for programs relating to methamphetamine laboratory operations.

10. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g).

Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

11. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

12. Grant funds shall be used to reduce drug crimes in support of the Arizona 2016-2019 Drug, Gang, and Violent Crime Control State Strategy.

Authorized Official Initials:_____

Back to Agenda

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: June 8, 2016
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: Consideration and possible approval of Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant FY 2017

Recommendation: Approve acceptance of the ACJC Drug, Gang and Violent Crime Control Grant for FY 2017.

Background: The Santa Cruz County Attorney has received a grant from ACJC to fund 45% of 1 attorney position for 2016/2017.

Financial Implications: The position is currently budgeted in the Santa Cruz County Attorneys budget. These funds are continuation funds from the previous years grant. This grant frees up general fund money.

Proposed Motion: "Mr. Chairman, I move to approve the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant 2016 DC-17-032.

ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-17-032
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 3rd day of June, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" Santa Cruz County, through Santa Cruz County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
   A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Santa Cruz County Attorney's Office
2150 N. Congress Suite 201

Nogales, Arizona 85621
Attn: The Honorable Liliana Ortega

6. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

   For grant awards less than $100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$36,719.00
Fringe Benefits (for salaries/overtime)*	$9,914.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	$46,633.00
Positions Funded: Attorney III (0.45 FTE) Equipment Type: NOT APPROVED	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $19,120.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $15,855.00 in state funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is $11,658.00.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if

so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

    Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than $5,000, GRANTEE will use its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

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

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide.*
Link: *OJP Financial Guide* http://www.ojp.usdoj.gov/financialguide/

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.

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

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

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

    Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such

contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

39. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

40. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/

41. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230,* the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: http://www.ojp.usdoj.gov/financialguide/
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf

42. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

43. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

44. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* https://www.sam.gov/portal/public/SAM/

45. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

46. 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.

47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees.*
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

    "This was supported by Award No. 2014-DJ-BX-1020 and 2015-DJ-BX-1070 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

51. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

    "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
    Link: *Limited English Proficiency A Federal Interagency Website* http://www.LEP.gov

52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal

Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

53. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

54. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

55. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

56. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx

57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx

58. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition.

    Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

59. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

60. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

61. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

    If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

62. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

63. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

64. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

65. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

66. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

67. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

68. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

69. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

70. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

71. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

72. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

73. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

74. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

75. 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.

76. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

77. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission

DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.

3. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.

4. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.

5. GRANTEE agrees to the completion of the Budget Detail Worksheet reflecting the overall budget within 45 days of award.

6. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

7. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

8. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdog.gov/BJA/resource/nepa.html for programs relating to methamphetamine laboratory operations.

9. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

10. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

11. Grant funds shall be used to reduce drug crimes in support of the Arizona 2016-2019 Drug, Gang, and Violent Crime Control State Strategy.

Authorized Official Initials:_____

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

FOR GRANTEE:

Authorized Signatory Date

Rudy Molera - Chairman

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission Date

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

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

None.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

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

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

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

   b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

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

   a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b.

   This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:
Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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: June 8, 2016
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: Approval of FY 17 Victim Assistance Grant Agreement VA-17-029.

Recommendation: Approve acceptance of the grant.

Background: The Santa Cruz County Attorney funds ½ of the salary of the Victim Compensation Coordinator with this grant. This is a continuation of the grant we have from FY16.

Financial Implications: The position is currently budgeted in the Santa Cruz County Attorneys budget. This grant frees up general fund monies.

Proposed Motion: "Mr. Chairman, I move to approve the Fiscal Year 17 Victim Assistance Grant Agreement VA-17-029"

Arizona Criminal Justice Commission

Chairperson
SEAN DUGGAN, Chief
Chandler Police Agency

Vice-Chairperson
SHEILA POLK
Yavapai County Attorney

JOSEPH ARPAIO
Maricopa County Sheriff

MARK BRNOVICH
Attorney General

JOE R. BRUGMAN, Chief
Safford Police Department

DAVID K. BYERS, Director
Administrative Office of the Courts

KELLY "KC" CLARK
Navajo County Sheriff

DAVE COLE
Former Judge

CHRIS GIBBS, Mayor
City of Safford

DREW JOHN
Graham County Supervisor

ELLEN KIRSCHBAUM, Chairperson
Board of Executive Clemency

BARBARA LAWALL
Pima County Attorney

FRANK MILSTEAD, Director
Agency of Public Safety

BILL MONTGOMERY
Maricopa County Attorney

CHARLES RYAN, Director
Agency of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL SHARP, Chief
Oro Valley Police Department

HESTON SILBERT
Law Enforcement Leader

VACANT
Sheriff

Executive Director
John A. Blackburn, Jr.

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX:(602) 364-1175
www.azcjc.gov

May 23, 2016

The Honorable George E Silva
Santa Cruz County Attorney's Office
2150 N. Congress Drive
Suite 201
Nogales, Arizona 85621

Re: Victim Assistance Grant Number VA-17-029

Dear Mr. George Silva,

On May 19, 2016 the Arizona Criminal Justice Commission (ACJC) approved the Crime Victim Committee's recommendation to award $1,275,280 in Crime Victim Assistance funds to Government and Non-profit agencies for FY2017. The amount of your award is $25,850.00. Other funds totaling $25,850.00 are required to match this grant. The award period begins July 1, 2016 and ends June 30, 2017.

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2016 or the agreement may be cancelled. Also included is the summary of scores and comments from the grant reviewers for your review.

Grantees may make budget adjustments among approved budget categories as long as there are no changes to the purpose or scope of project. If a budget adjustment is necessary to reallocate funds to different budget categories that were not approved, please submit a detailed request in writing via e-mail, fax, or mail to ACJC Victim Services staff for approval. All grant budget adjustments to unapproved categories must be approved by ACJC program staff.

ACJC Victim Assistance grant funds will be paid through a monthly reimbursement process. All monthly reimbursement request will be submitted through the ACJC Grants Management System (GMS) at the following link: http://www.azcjc.gov/GMS3/LogIn.aspx. Please note all grant payments will be made through the Automated Clearing House (ACH) Vendor Payments.

If you have any questions concerning your award you may contact me at 602-364-1154 or Dorinda Johns at 602-364-1177.

Sincerely,

Larry Grubbs, Program Manager
Crime Victim Services

CC: Charlene Laplante

ARIZONA CRIMINAL JUSTICE COMMISSION
SANTA CRUZ COUNTY ATTORNEY'S OFFICE
GRANT AGREEMENT

ACJC Grant Number VA-17-029
State Funded Grant Program

This Grant Agreement is made this 1ST day of July, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and SANTA CRUZ COUNTY, through the SANTA CRUZ COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

460. This Agreement will commence on July 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.

461. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.

462. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.

463. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

464. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

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B. If to the GRANTEE:

Santa Cruz County Attorney's Office
2150 N. Congress DriveSuite 201
Nogales, Arizona 85621
Attn: The Honorable George E Silva

465. For grant awards above $100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant among approved budget categories excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than $100,000, GRANTEE may make budget adjustments among approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$16,000.00
Fringe Benefits (for salaries/overtime)	$9,850.00
Overtime	Not Funded
Professional & Outside/Consultant & Contractual Services	Not Funded
Travel In-State	Not Funded
Travel Out-of-State	Not Funded
Confidential Funds	$25,850.00
Operating Expenses:	
Supplies	Not Funded
Registration/Training	Not Funded
Other	Not Funded
Equipment	
Capital	Not Funded
Noncapital	Not Funded
TOTAL	$25,850.00
Positions Funded: Victim Compensation Coordinator (0.50) Equipment Funded: None	

466. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed $25,850.00 in state funds. The matching amount for this award is **$25,850.00**.

467. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

468. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

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469. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

470. For the purpose of this grant, a capital expenditure is $5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than $5,000, GRANTEE will use its own policy.

471. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

472. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties* http://www.auditorgen.state.az.us

473. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

474. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	**Due Date:**
July 1 to June 30	August 15th

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

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

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475. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.

476. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

477. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

478. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.

479. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.

480. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of $150,000.

481. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

482. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

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

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

485. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

486. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

487. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

488. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.

489. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or

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expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

490. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

491. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

492. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

493. 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.

494. 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.

495. 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 and may authorize others to receive and use such information.

496. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations)

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resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

497. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 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 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. 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 GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

498. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
Link: http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx

499. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.

500. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
Link: *ACJC Grants Management Reference Manual*
http://azcjc.gov/ACJC.Web/pubs/home/Grant_Management_Manual_9_2008.pdf

501. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: https://www.niem.gov/program-managers/Pages/implementation-guide.aspx

502. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

503. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

504. If GRANTEE is a state agency and the award is for the development of information technology projects for more than $25,000, GRANTEE must complete a Project Investment

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Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

505. 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. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

506. 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.

507. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

508. 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.

509. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.

510. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Santa Cruz County Attorney's Office
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

37. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

38. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.

39. Expenditures for petty cash or emergency services to victims must be made directly to the vendor or service provider in the form of direct payment or through the use of vendor specific or benefit category specific gift cards, voucher, or other device. Unrestricted payment directly to the victim is not allowable. The grantee agency must have written policies and maintain detailed records regarding distribution of funds under this provision.

40. Grantee must verify victim compensation program transportation cost benefits are unavailable to victims requesting assistance with transportation to court under court-related services. Verification may include a general determination of victim eligibility under the victim compensation program rules. Documentation of victim compensation program eligibility verification must be available for review for all transportation to court expenditures.

Authorized Official Initials:_____

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

FOR GRANTEE:

Authorized Signatory — Date

Printed Name and Title

N/A

Additional signature(s) if required by political subdivision — Date

Printed Name and Title — Date

ATTEST: [signature] 6/15/16

Clerk — Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission 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 CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission — Date

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"

Insurance Requirements **for Governmental Parties to an Intergovernmental Agreement:**

None.

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

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

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

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

j. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

s. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions,

Exhibit "A" Continued

Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.

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t. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

Workers' Compensation
Employers' Liability

	Statutory
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:
The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:
Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:
Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Interoffice Memorandum

To: Board of Supervisors

From: Jennifer St. John, County Manager

Subject: Request approval of Intergovernmental Agreement for use of Santa Cruz County Equipment

Date: June 15, 2016

Recommendation:

Staff recommends that the Board approve the Intergovernmental Agreement for use of Santa Cruz County equipment with Santa Cruz Valley Unified School District #35 from July 1, 2016 through June 30, 2017.

Background:

In meeting with Santa Cruz Valley Unified School District #35, one of the needs they identified was the ability to "rent" the County's heavy equipment on occasion. Currently when they rent heavy equipment through a private company, it is almost cost prohibited. Using the current FEMA equipment rates, the County can generate revenue while providing a service to the School District. We have done a similar agreement in the past with Nogales Unified School District with outstanding results. The proposed agreement before you is valid for one year and is based on the availability of the County's equipment and labor.

Financial Implications:

Revenue will be generated within the Road, Flood, or Landfill funds based on usage by SCVUSD and which fund owns the equipment being "rented."

Proposed Motion:

Move to approve the Intergovernmental Agreement for use of Santa Cruz County equipment by the Santa Cruz Valley Unified School District from July 1, 2016 through June 30, 2017.

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Interoffice Memorandum

To: Board of Supervisors

From: Jennifer St. John, County Manager

Date: June 15, 2016

Subject: Donation of Vehicle to NUSD

Recommendation:

Staff recommends that the Board donate a 1999 Ford F-150 to the Nogales Unified School District.

Background:

Per statute, the County can dispose of unused equipment/vehicles via the County auction or donation to a non-profit or another governmental entity. The County's Maintenance Department recently replaced a 1999 Ford F-150, whose speedometer does not regularly work, but has over 167,000 miles. The County Maintenance department does not consider this vehicle efficient for driving throughout the County, however NUSD has expressed an interest in these older vehicles as they regularly only drive throughout the City. Therefore, instead of auctioning this vehicle, staff is recommending a donation to NUSD as allowed by statute.

Financial Implications:

Potential loss of revenue to the general fund of approximately $500 - $1,000 if the truck was sold at auction.

Proposed Motion:

Move to approve the donation of one 1999 Ford, F-150 to the Nogales Unified School District.

Interoffice Memo

Date: 06/15/15
To: Board of Supervisors
Thru: Jennifer St. John, Health and Human Services Director
From: Shelly Jacobs, Public Health Emergency Preparedness & Response
Re: Approval of Intergovernmental Agreement, Contract No: ADHS17-133199.

RECOMMENDATION:

Staff recommends approval of the above contract.

BACKGROUND:

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

FINANCIAL IMPLICATIONS:

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

PROPOSED MOTION:

Move to approve Intergovernmental Agreement, Contract No: ADHS17-133199.

INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement No. ADHS17-133199

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Emergency Preparedness Program **Begin Date: 07/01/16**

Geographic Service Area: Santa Cruz County **Termination Date: 06/30/21**

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

X	**Counties:**	**A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
	Indian Tribes:	**A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
	School Districts:	**A.R.S. §§ 11-951, 11-952, and 15-342.**
	City of Phoenix:	**Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
	City of Tempe:	**Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

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

Arizona Transaction (Sales) Privilege:
Federal Employer Identification No.:
Tax License No.:

Contractor Name: Santa Cruz County Address: 2150 N. Congress Nogales, AZ 85621	FOR CLARIFICATION, CONTACT: Name: Shelly Jacobs Telephone: 520-375-7621 E-mail: Sjacobs@santacruzcountyaz.gov
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. **ADHS17-133199.** The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. **State of Arizona** **Signed this day of , 2016**
Signature of Person Authorized to Sign Date	
Print Name and Title	Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	Attorney General Contract, No. **P0012014000078**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. **The Attorney General, BY:**
Signature of Person Authorized to Sign Date	Signature Date
Print Name and Title	Assistant Attorney General

	INTERGOVERNMENTAL AGREEMENT (IGA) Agreement No. ADHS17-133199	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX

1. DEFINITION OF TERMS

As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipment's, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

	INTERGOVERNMENTAL AGREEMENT (IGA) **Agreement No. ADHS17-133199**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 West Adams, Room 303 Phoenix, Arizona 85007 **(602) 542-1040** **(602) 542-1741 FAX**

2. CONTRACT TYPE

This Contract shall be:

X Cost Reimbursement.

3. CONTRACT INTERPRETATION

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

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

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. CONTRACT ADMINISTRATION AND OPERATION

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

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

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 1609-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10. Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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

4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

5. COSTS AND PAYMENTS

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

5.2. Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to *the* ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

5.6.1 Accept a decrease in price offered by the Contractor;

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

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

5.6.4 Cancel the Contract.

6. CONTRACT CHANGES

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

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

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

7. RISK AND LIABILITY

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

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

7.3. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4. Force Majeure

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

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

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

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

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

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

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

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

8. DESCRIPTION OF MATERIALS

The following provisions shall apply to Materials only:

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

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

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

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

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. STATE'S CONTRACTUAL REMEDIES

9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in

writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2. Stop Work Order.

9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. CONTRACT TERMINATION

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

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

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

11. ARBITRATION

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

12. COMMUNICATION

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

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

13. CLIENT GRIEVANCES

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

14. SOVEREIGN IMMUNITY

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

15. ADMINISTRATIVE CHANGES

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

16. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT.

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

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

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

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

18. The Federal Funding Accountability and Transparency Act (FFATA) or Transparency Act - P.L.109-282, as amended by Section 6202(A) of P.L.110-252 (https://www.fsrs.gov)

If applicable, the Contractor shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at http://azdhs.gov/procurement and returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and sent to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at http://www.whitehouse.gov/omb/open. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors utilized by the Contractor during the term of the Award.

19. COMMENTS WELCOME

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

20. AUTHORIZATION FOR PROVISION OF SERVICES

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

ADHS16-133199	INTERGOVERNMENTAL AGREEMENT SCOPE OF SERVICES

1. BACKGROUND

1.1. The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments.

1.2. ADHS continues to look at ways to expand our preparedness capabilities based on our Five-Year Plan and the Capability planning Guide (CPG) data. Based on that information and the guidance set forth by the Center for Disease Control (CDC) ADHS has developed, with your input, this PHEP grant agreement.

2. OBJECTIVE

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work.

3. SCOPE OF WORK

3.1. The Scope of Work is outlined in the following Provision Four (4). Tasks.

3.2. In addition, the Annual Performance Requirements are outlined in the Attachment A incorporated herein. Attachment A will change every year, as well as the estimated budget for the period of July 1st through June 30th.

3.3. The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP. The Contractor shall have the flexibility of making adjustments to the Budget categories of the budgeted amount provided on the approved budget. However, any change shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.

3.4. Additional tasks, reporting, deliverables and program information can be found at:

Grant Guidance - Budget Period 5.

Check this link for important program details and possible changes.

4. TASKS

The Contractor shall:

4.1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;

4.2. Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;

4.3. Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;

4.4. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;

4.5. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-

four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;

4.6. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response;

4.7. Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal;

4.8. The Contractor shall submit the completed Budget on or before a date determined annually by the CDC and the ADHS;

4.9. The Contractor shall be advised by correspondence from the ADHS PHEP on the available funding amounts on or before June 30th;

4.10. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area; and

4.11. Upon receipt of funding communication, the Contractor shall prepare and submit a detailed budget for the period of July 1st through the following June 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

5. ANNUAL PERFORMANCE REQUIREMENTS

The Contractor shall:

5.1. Perform the requirements as outlined in the Attachment A, Deliverables.

5.2. ADHS recommends attendance at Sponsored Grant Meetings (two (2) events annually):

5.3. Healthcare Coalition Meetings

5.3.1. Recommend participation by the designated preparedness coordinator or representative during HCC meetings (regions listed below). These meetings provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners.

5.3.1.1. Coalitions shall continue to plan, develop, and maintain memorandums of understanding (MOU) to share assets, personnel and information.

5.3.1.2. Coalitions shall develop plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

5.3.2. Regions are defined as follows:

5.3.2.1. AzCHER Northern:

5.3.2.1.1. County Representatives: Apache, Coconino, Navajo, and Yavapai.

5.3.2.1.2. Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe & Navajo Nation.

5.3.2.2. AzCHER Western:

5.3.2.2.1. County Representatives: La Paz, Mohave and Yuma.

5.3.2.2.2. Tribal Representatives: Colorado River Indian Tribe & Fort Mojave Indian Tribe, Cocopah Tribe and Fort Yuma Quechan Tribe.

5.3.2.3. AzCHER Central:

5.3.2.3.1. County Representatives: Gila, Maricopa and Pinal.

5.3.2.3.2. Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe and White Mountain Apache Tribe.

5.3.2.4. AzCHER Southern:

5.3.2.4.1. County Representatives: Cochise, Graham, Greenlee, Pima, and Santa Cruz.

5.3.2.4.2. Tribal Representatives: Pascua Yaqui Tribe and Tohono O'odham Nation.

6. FINANCIAL REQUIREMENTS

6.1. Match Requirement

The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

6.2. Inventory

Upon request, the Contractor shall provide an inventory list to ADHS as part of the midyear report. Inventory List shall include all capital equipment (items over $5,000.00 each).

6.3. Budget Allocation and Work Plan

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

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

6.4. Grant Activity Oversight

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

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

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

7. EXERCISE Recommendations

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

The Contractor shall:

7.1.1. Participate in the Statewide Training and Exercise Planning Workshop/Webinar.

7.1.2. Update and maintain a Multi-Year Training and Exercise Plan, inclusive dates are July 01, 2016 through June 30, 2021. Multi-Year plan shall be provided to ADHS upon request.

7.1.3. Exercise and trainings shall meet implementation criteria and follow evaluation guidance. All grant funded trainings and exercises must be gap based. Gap based indicates an area of a capability to be built, or an area of improvement from a previous exercise/real-world response, address jurisdictional or local risk assessment, or other source (e.g. CPG data) to support achieving operational readiness.

7.2. EXERCISE IMPLEMENTATION CRITERIA

Homeland Security Exercise and Evaluation Program

7.2.1. The Contractor shall, when applicable, conduct preparedness exercises in accordance with the HSEEP fundamentals including:

7.2.1.1. Exercise Design and Development;

7.2.1.2. Exercise Conduct;

7.2.1.3. Exercise Evaluation; and

7.2.1.4. Improvement Planning.

7.2.2. More information on the April 2013 HSEEP guidelines and exercise policy is available at https://www.preptoolkit.org/web/hseep-resources .

7.2.3. The Contractor shall assure that provisions and needs of at-risk individuals are included within the design of exercises. The Contractor shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). **To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website:** http://www.phe.gov/preparedness/pages/default.aspx

7.2.4. Exemption: A real incident may be substituted for a qualifying coalition based exercise; however the after- action report (AAR) shall document how the HCC members met qualifying criteria (both implementation and evaluation criteria).This scenario will be discussed on an as-requested basis.

7.3. EXERCISE EVALUATION CRITERIA

7.3.1. **The Contractor's exercises shall address Capability 3: Emergency Operations Coordination,** Capability 6: Information Sharing, and Capability 10: Medical Surge. The exercises shall also address Recovery/Continuity of operations within Capability 2: Healthcare System Recovery.

7.3.2. Qualifying exercises at a minimum shall include the community emergency management partner and/or incident management, the community public health partner and the EMS agency during the design, development, and implementation.

7.3.3. The Contractor shall ensure the functional needs of at-risk individuals are included in response and are identified and addressed in operational plans.

7.3.4. After Action Reports.

7.3.5. After Action Reports shall be submitted to ADHS within sixty (60) days after the exercise.

7.3.6. ADHS Sponsored Events.

7.3.7. The Contractor shall participate in ADHS sponsored events throughout BP5 (July 1, 2016 through June 30, 2017).

8. REPORTING DELIVERABLES

Progress on the deliverables, performance measures and activities funded through the PHEP/HPP grant shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare if for submission at the federal level.

8.1. Mid-Year Report (dates covered: July 1 – December 31)

8.1.1. ADHS shall send out the Mid-Year report template in advance of the Due Date.

8.1.2. Due Date will be determined additionally.

8.2. ADHS shall provide the Performance Measures templates (if applicable) in advance of the Due Date.

8.3. The Contractor shall provide ADHS with updated Public Health Emergency Contact list on a template provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.

8.3.1. Due Date: At time of midyear reporting.

8.4. End-of-Year Report (dates covered: January 1 – June 30)

8.4.1. ADHS shall send out the End-of-Year report template in advance of the Due Date.

8.4.2. Due Date will be determined additionally.

8.5. Public Health Emergency Preparedness (PHEP) And Hospital Preparedness Program (HPP)

8.5.1. See Attachment A for deliverable requirements.

9. NOTICES, CORRESPONDENCE AND REPORTS

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

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

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

Santa Cruz County Health Department
2150 North Congress Drive
Nogales, Arizona 85621

ADHS16-133199	INTERGOVERNMENTAL AGREEMENT ATTACHMENT A

PRICE SHEET

Budget Period Five (5)

July 1, 2016 – June 30, 2017

Cost Reimbursement

Description	Quantity	Unit	Amount
CDC Deliverables for Public Health Emergency Preparedness	1	Year	**$183,665.70**

Interoffice Memo

Date: 06/15/16

To: Board of Supervisors

Thru: Jennifer St. John, County Manager

From: Shelly Jacobs, Public Health Emergency Preparedness & Response

Re: Approval of Professional Outside Services Contract with Knowledge Capital Alliance Inc.

RECOMMENDATION:

Staff recommends approval of the above contract.

BACKGROUND:

The Santa Cruz County Health Services Public Health Emergency Preparedness & Response Program is a Federal Grant that is tasks with meeting Arizona Department of Health Services the Centers for Disease Control Deliverables for Public Health Emergency Preparedness. This contract will assist in meeting grant deliverables for the Continuity of Operations planning for the Health Department.

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 Professional Outside Services Agreement with Knowledge Capital Alliance Inc.

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

Professional Services Agreement
Revision of the Outbreak Response Plan & Non-Pharmaceutical Intervention Plan

This Contract is entered into this ___ day of June, 2016 by and between Santa Cruz County ("County"), a political subdivision of the State of Arizona, and ("Contractor"), for the purchase of Continuity of Operations Plan revision.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of 5 months, beginning on the ___ day of June, 2016 and ending the 30st day of November, 2016.

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 with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at on 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 results 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 115
Nogales, Arizona 85621
(520) 375-7621

For Contractor:

Knowledge Capital Alliance
Attn: Fred Erickson
4809 E. Thistle Landing Dr.
Suite 100
Phoenix, AZ 85044

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.

6.18SEVERABILITY:

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 statues 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 (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 Contact.

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

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

7373 E Doubletree Ranch Rd, #210, Scottsdale, AZ 85258
ADDRESS

5/11/16
DATE

SANTA CRUZ COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — DATE

ATTESTED:

CLERK OF THE BOARD — 6/15/16 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 #: ADSPO13-040552

BIDDER ADDRESS: 7373 E. Doubletree Ranch Road, Scottsdale, AZ 85258

P.O. ADDRESS: 7373 E. Doubletree Ranch Road, Scottsdale, AZ 85258

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 $19,800.00 to provide technical assistance to Santa Cruz County Health Services in following ways for Continuity of Operations Plan Revision.

	Total Hours	Rate	Project Total
Five (5) Months	225	$80.00/hr	$18,000.00
Service Fee		10%	$1800.00

(as defined herein)

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

Signature (REQUIRED)

5/11/16
Date

Exhibit B

SCOPE OF WORK- CONTINUITY OF OPERATIONS PLAN PROJECT SANTA CRUZ COUNTY AND ASHRAF LASEE

1. BACKGROUND

The Santa Cruz County Health Services (SCCHS), receives cooperative agreement funding from the Arizona Department of Health Services (ADHS) Bureau of Public Health Emergency Preparedness (PHEP), the Centers for Disease Control and prevention (CDC) grant. These funds are used for state and local support to achieve the deliverables of the PHEP grant.

Public Health Emergency Preparedness Program (PHEP) grant is from the CDC. PHEP grant recipients must address project activities to achieve the application guidance as well as incorporate the Overarching Requirements within the program for the State of Arizona. One of the grant requirements is having a current Continuity of Operation plan that meet business standards as identified by cooperative agreement and ADHS.

As a result, the Santa Cruz County Health Services (SCCHS) has identified a need for specialized assistance to meet the grant requirements as follows:

1) Review the county's existing Continuity of Operation plan (COOP)
2) Revise and Update County's COOP to meet current grant requirements
3)

2. OBJECTIVE

2.1 Assist the SCCHS to develop the Continuity of Operation plan to current business standards.

3. SCOPE OF WORK

3.1 Continuity of Operation Plan

a. Review existing Santa Cruz County's Continuity of Operation plan
b. Review current federal and state requirement for the Continuity of Operation plan
c. Developed COOP Template based on current business requirements
d. Get approval from Santa Cruz County for Approval and OK to proceed
e. Revise and update the existing COOP to meet the current grant requirements.

4. TIMELINE AND BUDGET

a. **Timeline:** June ___ 2016 through November 30st 2016
b. **Budget:** Total 250 hours of work (COOP = 225 hours ($88[1]/hours *225 hours=$19,800)
Total Budget=$19,800

5. APPROVALS

5.1. Preparation of all final documents and reports including, but not limited to, monthly and final reports

6. DELIVERABLES

6.1. Monthly status report on progress made toward scope of work/tasks
6.2. Monthly invoice –detailing hours worked for identified tasks

[1] $88 includes 10% of the KCA's share as well

6.3. Final report capturing all activities and tasks completed under this Scope of Work.

7. ACCEPTANCE

7.1 Upon receipt of all monthly reports

7.2 Upon receipt of the final activity report on or before **December 31st 2016.**

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

9. PAYMENT SCHEDULE

Invoice will be submitted before the 15th of each month.

	Contract Change Order Summary	State of Arizona State Procurement Office 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO13-040552	
	Change Order No.: 25 / Amendment No.: 08	

TRAINING AND PROFESSIONAL DEVELOPMENT SERVICES

KNOWLEDGE CAPITAL ALLIANCE INC

In accordance with the Uniform Terms and Conditions, Section 5.1 Amendments and the Special Terms and Conditions Section 19. Term of Contract, this Contract is amended to:

1. Extend the contract period from July 1, 2016 through June 30, 2017 or until the period of transition to a new Manage Service Provider (MSP) for this service takes place.

2. Apply a 10% pricing reduction from the latest ProcureAZ posted Contract Price List. The 10% pricing reduction affects all new Purchase Orders and any Changes to existing Purchase Orders beginning July 1, 2016.

ALL OTHER REQUIREMENTS, SPECIFICAITONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2016

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER	CONTACT NAME:	
CDS INSURANCE AGENCY LLC/PHS 302530 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

KNOWLEDGE CAPITAL ALLIANCE INC
7373 E DOUBLETREE RANCH RD STE 210
SCOTTSDALE AZ 85258

COVERAGES **CERTIFICATE NUMBER:** **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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		59 SBA BV1270	05/20/2016	05/20/2017	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			59 SBA BV1270	05/20/2016	05/20/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

13-040552

CERTIFICATE HOLDER

Arizona Department of Administration
EPS
100 N. 15th Ave. Ste 104
Phoenix, AZ 85007

CANCELLATION

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

Jaz Mallon

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

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Boys & Girls Club of Santa Cruz County

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0671818

SECTION 3 The organization is a: (check one box only)

☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☒ Yes ☐ No

Name of Business	License Number	Phone (Include Area Code)
Tubac Golf Resort	11123008	(520) 398-2211

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☐ Dispense and serve all spirituous liquors under special event
☒ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Tubac Golf Resort

Address of Location: 1 Avenue de Otero (Street) Tubac (City) Santa Cruz (COUNTY) AZ (State) 85646 (Zip)

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Barden (Last) Vicki (First) Lee (Middle) 12/24/1957 (Date of Birth)
2. Applicant's mailing address: 590 N. Tyler Ave (Street) Nogales (City) AZ (State) 85621 (Zip)
3. Applicant's home/cell phone: (520) 313-3700 Applicant's business phone: (520) 287-3733
4. Applicant's email address: vbarden@mchsi.com

Individuals requiring ADA accommodations call (602)542-9027.

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INTEROFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: LIZ GUTFAHR
SUBJECT: CERTIFICATE OF REMOVAL AND ABATEMENT OF TAXES AND/OR PENALTY
DATE: JUNE 8, 2016
CC: JENNIFER ST. JOHN

Recommendation:

Staff recommends that the Board approve Certificate of Removal and Abatement of Taxes and/or Penalty for Parcel Number 114-04-110.

Background:

Treasurer's Office has received notice from Assessor's Office that parcel was combined many years ago and was not deleted from tax roll. Therefore parcel did not exist, but charges kept accumulating.

The total amount to be abated is $9,764.72.

Proposed Motion:

Move to approve the Certificate of Removal and Abatement of Taxes and/or Penalty.

LIZ GUTFAHR
Treasurer
MARIA ACUÑA
Chief Deputy

County Treasurer
Santa Cruz County

P.O. Box 1150
Nogales, Arizona 85628
Tel. (520) 375-7980
Extension 7967
TDD (520) 761-7816

Chairman Board of Supervisors
Santa Cruz County
Nogales, Arizona

Dear Sirs(s): Ref: ARS. 42-18353---Treasurer's Motion for Abatement of Back Taxes And Penalties due:

For: Chi Kim Hyun & Hae Yu Mi

Certificate of Removal and Abatement of Taxes and/or Penalty

Description of Property:Sub Desert Dawn Townhomes Lot 110 and a Portion of Land Lying Southerly of Lot 110 being 6.79' x 44.67'

Tax Identification Number or Parcel Number_114-04-110

Tax Year(s): 2004 Through 2011 Amount of Tax: $9,764.72

Reason for the motion to abate taxes

The amount of $9,764.72 shall forever be abated for the tax year(s) 2004 through 2011 and is final and effective.

_____
Chairman, Board of Supervisors
Date _____

Action brought on at a regular meeting of the Santa Cruz County Board of Supervisor, State of Arizona dated on 6/15/16.

Back to Agenda

INTEROFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: LIZ GUTFAHR
SUBJECT: CERTIFICATE OF REMOVAL AND ABATEMENT OF TAXES AND/OR PENALTY
DATE: JUNE 8, 2016
CC: JENNIFER ST. JOHN

Recommendation:

Staff recommends that the Board approve Certificate of Removal and Abatement of Taxes and/or Penalty for Parcel Number 111-23-011.

Background:

Treasurer's Office has received notice from Assessor's Office that parcel was erroneously added to Assessor Tax Roll. Parcel does not exist.

The total amount to be abated is $1,295.10

Proposed Motion:

Move to approve the Certificate of Removal and Abatement of Taxes and/or Penalty.

LIZ GUTFAHR
Treasurer
MARIA ACUÑA
Chief Deputy

County Treasurer
Santa Cruz County

P.O. Box 1150
Nogales, Arizona 85628
Tel. (520) 375-7980
Extension 7967
TDD (520) 761-7816

Chairman Board of Supervisors
Santa Cruz County
Nogales, Arizona

Dear Sirs(s): Ref: ARS. 42-18353---Treasurer's Motion for Abatement of Back Taxes And Penalties due:

For: Steve D. and Beth A. Bjerke

Certificate of Removal and Abatement of Taxes and/or Penalty

Description of Property: A PT IN THE SE4 OF SEC 7 T20S R13E (ESMT)

Tax Identification Number or Parcel Number 111-23-011_____

Tax Year(s):2009 Throught 2012 Amount of Tax:$913.90 Penalty $381.20

Reason for the motion to abate taxes Parcel erroneously added to Assessor Tax Roll. Parcel does not exist.

The amount of $913.90 in taxes and: $381.20 for penalty
Shall forever be abated for the tax year(s) 2009 thru 2012 and is final and effective.

_____
Chairman, Board of Supervisors
Date _____

Action brought on at a regular meeting of the Santa Cruz County Board of Supervisor, State of Arizona dated on 6/15/16.

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INTEROFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: LIZ GUTFAHR
SUBJECT: CERTIFICATE OF REMOVAL AND ABATEMENT OF TAXES AND/OR PENALTY
DATE: JUNE 8, 2016
CC: JENNIFER ST. JOHN

Recommendation:

Staff recommends that the Board approve Certificate of Removal and Abatement of Taxes and/or Penalty for Parcel Number 101-50-044.

Background:

Treasurer's Office has received notice from Assessor's Office that parcel is a non-taxable easement.

The total amount to be abated is $19,122.66.

Proposed Motion:

Move to approve the Certificate of Removal and Abatement of Taxes and/or Penalty.

LIZ GUTFAHR
Treasurer
MARIA ACUÑA
Chief Deputy

County Treasurer
Santa Cruz County

P.O. Box 1150
Nogales, Arizona 85628
Tel. (520) 375-7980
Extension 7967
TDD (520) 761-7816

Chairman Board of Supervisors
Santa Cruz County
Nogales, Arizona

Dear Sirs(s): Ref: ARS. 42-18353 Treasurer's Motion for Abatement of Back Taxes And Penalties due:

For: **Citizens Utilities Valuation Group**

Certificate of Removal and Abatement of Taxes and/or Penalty

Description of Property: Sub City Of Nogales Portion of Lot 15, Block 28

Tax Identification Number or Parcel Number 101-50-044

Tax Year(s): 2005 Through 2012 Amount of Tax**: $8,736.92** Penalty **$10,385.74**

Reason for the motion to abate taxes: This parcel is a non-taxable easement.

The amount of $ 8,736.92 in taxes and: $10,385.74 for penalties and interest shall forever be abated for the tax year(s) 2005 thru 2012 and is final and effective.

_____
Chairman, Board of Supervisors
Date _____

Action brought on at a regular meeting of the Santa Cruz County Board of Supervisor, State of Arizona dated on 6/15/16.

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Date Printed: 5/27/2016 4:54
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 34444
Date Created: 5/27/2016 4:54 PM

Reason For Change:

Applyiing additional 1/3 exemption to property.

AS BILLED PARCEL ID:	10637051A	AREA CODE 0630
ACCOUNT NUMBER:	R000009145	
PUC	0181-SFR+RES URBAN-SUBDIVID	

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
03I	28,117	10.00	-938	1,874
03L	17,500	10.00	-583	1,167
Total	45,617		-1,521	3,041

Full Cash	Valuation	%	Exempt	Net Assessed
03I	28,117	10.00	0	2,812
03L	17,500	10.00	0	1,750
Total	45,617		0	4,562

CHANGE TO PARCEL ID:	10637051A	AREA CODE 0630
ACCOUNT NUMBER:	R000009145	
PUC	0181-SFR+RES URBAN-SUBDIVID	

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
03I	28,117	10.00	-2,812	0
03L	17,500	10.00	-1,750	0
Total	45,617		-4,562	0

Full Cash	Valuation	%	Exempt	Net Assessed
03I	28,117	10.00	0	2,812
03L	17,500	10.00	0	1,750
Total	45,617		0	4,562

Description As Billed
SUB PATAGONIA TOWNSITE LOT 17 OF BLK Q

ENRIQUEZ MARGARET S
ADAMS MARY F & COTA FLORENCE S
P O BOX 251
PATAGONIA, AZ 85624

Description Change To
SUB PATAGONIA TOWNSITE LOT 17 OF BLK Q

ENRIQUEZ MARGARET S
ADAMS MARY F & COTA FLORENCE S
P O BOX 251
PATAGONIA, AZ 85624