



IMPORTANT NOTICE!!!

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

Per the most recent guidelines from the federal government that no more than 10 people should be gathered in a room at the same time, the public will not be allowed in the Board Chambers.

Members of the public may call and listen to the meeting by following these steps:

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

All incoming calls for the meeting will be muted.

If you would like to speak during Call to the Public please take the following actions:

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

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

Documents:

[04-21-20 AMENDED II.PDF](#)

2. 9:30 A.M. DOCUMENTATION (1.8MB)

Documents:

[04-21-20.PDF](#)

3. 9:30 A.M. ACTION TAKEN

Documents:

[04-21-20 AMENDED II ACTION.PDF](#)



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

PUBLIC NOTICE OF MEETING

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a **REGULAR MEETING** at **9:30 a.m.**, on **Tuesday, April 21st, 2020** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than April 20, 2020 at 5:00PM for the April 21, 2020 Regular Board meeting.
5. In order to make a comment during Call to the Public, please dial *9, which will indicate you want to speak.

To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

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

Dated this 15th day of April, 2020.

Tara R. Hampton, Clerk
Board of Supervisors



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AMENDED II 4/20/2020

A G E N D A

April 21, 2020 at 9:30 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

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A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. EXECUTIVE SESSION

1. Pursuant to A.R.S. § 38-431.03(A)(3) and (4), discussion and consultation with attorney for legal advice and direction regarding settlement of Santa Cruz County versus Gamas and Olmos. (Req: County Manager)

G. FLOOD CONTROL

ACTION TAKEN

1. Discussion/possible action to approve the Board of Directors of the Santa Cruz County Flood Control District to accept the donation of a parcel of land (105-20-005) to the District (Req: Floodplain Administration) _____

H. ACTION ITEMS

1. Discussion/possible action to approve the re-appointment of Marcelino Varona as a Planning and Zoning Commissioner for District 1 (Req: Vice-Chairman Ruiz) _____
2. Discussion/possible action to approve the Edupoint Software License Agreement made between Edupoint Educational Systems, LLC and Santa Cruz County Juvenile Detention Center for a 1-year term in the amount of \$4,816 (Req: School Superintendent) _____
3. Discussion/possible action to approve Proclamations designating April 19th through April 25th, 2020 as Administrative Professionals Week and National Volunteers Week (Req: Sheriff) _____
4. Discussion/possible action to accept the 2018 Help America Vote Act (HAVA) Election Security Grant, CFDA #90.404 from the US Election Assistance Commission, effective 03/23/2018 - 03/22/2023, in the amount of \$121,588 (Req: Elections) _____
5. Discussion/possible action to accept the 2018 Help America Vote Act (HAVA) Election Security Fortification Grant, CFDA #90.404 from the US Election Assistance Commission for fiscal year 2020 in the amount of \$133,644.36 (Req: Elections) _____
6. Discussion/possible action to approve Bond for Duplicate Warrant # 4-662157 in the amount of \$1,402.40 dated 11/25/19, payable to BSN Sports (Req: Clerk) _____
7. Monthly Reports _____
8. Demands _____
9. Approval of Minutes: 10/17/2018, 03/18/2020 & 04/07/2020 _____
10. Discussion/possible action to instruct Counsel regarding the Board of Supervisors position with regards to litigation in Santa Cruz County versus Gamas and Olmas. (Req: County Manager) _____

I. ADJOURNMENT

Posted: 4/20/2020 at 9:10 a.m. by LT

Tara R. Hampton, Clerk of the Board

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



Board of Supervisors

Santa Cruz County

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Dated this 15th day of April, 2020.

Tara R. Hampton, Clerk
Board of Supervisors



Board of Supervisors

Santa Cruz County

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District 1

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BRUCE BRACKER
District 3

AMENDED 4/15/2020

A G E N D A

Regular Meeting

April 21, 2020 at 9:30 a.m.

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

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H. ADJOURNMENT

Posted: 4/15/2020 at 4:23 p.m. by LT

Tara R. Hampton, Clerk of the Board

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CASH AND INVESTMENT REPORT

April 21, 2020

NEW FUND NUMBER	OLD FUND NUMBER	FUND DESCRIPTION	NET CASH BALANCE	Due To/ Due From	INVESTMENT AMOUNT	OVERALL BALANCE
100	100	GENERAL FUND	\$ 3,802,614	\$ 97,098	\$ 1,778,377	\$ 5,580,991
225	101	J.P. #1 TIME PAYMENT FEES	70,268			70,268
245	102	J.P. #2 TIME PAYMENT FEES	(875)			(875)
262	103	J.C.E.F. COURT FEE FUND	127,908			127,908
226	105	DRUG COURT DIVERSION FUND	1,023			1,023
181	106	EXPED. CHILD SUPPORT & VISITATION	97,264			97,264
180	107	CLERK'S SUPERIOR COURT RETRIEVAL FUND	114,910			114,910
182	108	SPOUSAL MAINTENANCE FUND	15,802			15,802
183	109	CHILD SUPPORT AUTOMATION FUND	1,915			1,915
125	110	PROSECUTION HIDTA (PIMA)	(39,865)			(39,865)
126	111	ATTORNEY'S DIVERSION PROGRAM	5,759			5,759
127	112	VICTIM RIGHTS NOTIFICATION	11,039			11,039
128	113	BAD CHECK PROGRAM	3,258			3,258
130	116	COST OF PROSECUTION	1,276		0.49	1,276
343	117	911 GRANT	0			0
184	118	DOMESTIC REL. ED. MEDIATION FUND	14,509			14,509
258	119	DOMESTIC REL. ED. CHILD ISSUES	(306)			(306)
185	122	NON IV-D CONVERSION FUND	731			731
259	125	5% FILL THE GAP FUND	66,816			66,816
111	128	RECORDER'S RETRIEVAL FUND	69,794		193,411	263,205
227	133	CIRCLES OF PEACE	1,499			1,499
203	134	HAZARDOUS MATERIALS (HMPEP) GRANT	(5,778)			(5,778)
112	135	TREASURER'S RETRIEVAL FUND	116,554			116,554
204	137	PRE-DISASTER MITIGATION	0			0
205	139	TOHONO O'ODHAM (EM)	16			16
132	141	FILL THE GAP (ATTORNEY)	3,319			3,319
110	142	ASSESSOR'S RETRIEVAL FUND	30,227			30,227
133	143	5% FTG ALLOCATION-C.A. 21.61%	6,257			6,257
206	144	EMERGENCY RESPONSE FUND	0			0
207	145	COVID-19 EMERGENCY	0			0
202	147	AZDOHS-HSGP#160405-01/02	(499)			(499)
228	148	JP #1 FARE PROGRAM	14,551			14,551
151	151	FEDERAL PROGRAM INCOME-CA	0			0
152	152	VICTIMS OF CRIME STRIVE	(10,736)			(10,736)
154	154	ADHS OVERTIME 130435-01	0			0
615	155	CASE MANAGEMENT FUND	28,171			28,171
155	156	SLOT GRANT- COUNTY ATTORNEY	(151)			(151)
211	160	INTEROPERABLE RADIO CHANNEL	0			0
187	187	DES IV-D CLERK GRANT	11,641			11,641
676	191	SCHOOL FOREST FEES FUND	18			18
677	192	EARLY LEARNING	1,833			1,833
678	193	FIRST THINGS FIRST HOME VISIT	(17,316)			(17,316)
679	194	READING FIRST-TECH ASSISTANT	922			922
680	195	CAROL M WHITE - PHYSICAL ED GRANT	0			0
329	197	COMMISSARY FUND	34,091			34,091
117	198	SANTA CRUZ FAIR ASSOCIATION	0			0
265	200	COURT SECURITY IMPROVEMENTS	9,542			9,542
257	203	LAW LIBRARY FUND	92,773			92,773
120	204	OLD COURTHOUSE FUND	0			0
105	205	ROAD FUND	1,288,372		1,761,076	3,049,448
625	206	WASTE TIRE GRANT (ADEQ)	172,974			172,974
600	207	ANIMAL CONTROL FUND	(118,659)			(118,659)
601	208	STERILIZATION ENFORCEMENT FUND	20,358			20,358
106	209	LOCAL TRANSPORTATION ASSISTANCE	0			0
134	210	ANTI-RACKETEERING	122,634			122,634
135	211	A.C.J.C. PROSECUTION (CA)	0			0
136	212	RESTITUTION--VICTIMS COMP	42,688			42,688
137	213	VOCA--VICTIMS COMP	(7,168)			(7,168)
138	214	ACJC--ATTY'S VICTIMS COMP FUND	(24,808)			(24,808)
326	216	HIDTA-MTF	0			0
327	217	SHERIFF A.C.J.C. GRANT (MTF)	(6,167)			(6,167)
139	219	ATTORNEY'S ENHANCEMENT FUND	(7,896)			(7,896)
282	221	JUVENILE PROBATION SVC FEES	120,751		26,460	147,211
263	222	FARE PROGRAM FUND	613			613
280	223	FAMILY COUNSELING GRANT	11,157			11,157
308	224	ADULT PROBATION SERVICE FEES	476,162		102,470	578,632
140	225	CRIME VICTIM ASSISTANCE GRANT	0			0
277	226	JCEF-STANDARD SUPPLEMENTAL	0			0
302	227	JCEF-STATE AID ENHANCEMENT SUPPLEMENTAL	0			0
281	228	JUVENILE DIVERSION SVC FEES-UNDER	106,654		3,992	110,647
311	229	JCEF-ADULT INTENSIVE PROB SUPPLEMENTAL	0			0
275	230	DIVERSION INTAKE	(6,493)			(6,493)
300	231	COMMUNITY PUNISHMENT PROGRAM	8,721			8,721
274	232	JCEF-JUVENILE INTENSIVE PROB.SUPPLEMENT	(201)			(201)

250	233	CASA PROGRAM FUND	(18,762)		(18,762)
273	234	JUVENILE INTENSIVE PROBATION SUPERVISION	(5,035)		(5,035)
310	235	ADULT INTENSIVE PROBATION SUPERVISION	(104,463)		(104,463)
276	236	STANDARD PROBATION	5,621		5,621
301	237	STATE AID ENHANCEMENT GRANT	(54,248)		(54,248)
304	238	DRUG ENFORCEMENT ACCOUNT GRANT	0		0
312	239	PROBATION/PAROLE SERVICES DYTR	8,610	40,876	49,486
330	240	JAIL ENHANCEMENT GRANT	314,192		314,192
331	242	GOHS DUI GRANT (SHERIFF)	(397)		(397)
332	243	VICTIM BILL OF RIGHTS	0		0
681	244	GOVERNOR'S HEALTHY FAMILY GRT	(19)		(19)
333	247	OPERATION STONEGARDEN #180432-01	(145,226)		(145,226)
683	249	JUVENILE EDUCATION FUND	70,183		70,183
370	250	ENVIRONMENTAL HEALTH SERVICE FUND	(241,574)		(241,574)
373	253	SMOKE FREE ARIZONA	(4,228)		(4,228)
375	257	PHEP COVID-19	0		0
376	258	ZIKA ELC	1,956		1,956
334	260	FEDERAL SEIZURE SO	20,341		20,341
141	264	FEDERAL SEIZURE (CA)	20,230	1,034	21,265
684	266	GEAR UP	(64,576)		(64,576)
255	267	TRAFFIC CASE PROCESSING FUND	12,716		12,716
337	268	DOJ BULLET PROOF VEST FUNDING	8,222		8,222
377	269	BIO-TERRORISM GRANT	(20,019)		(20,019)
338	270	AATA LAW ENFORCEMENT GRANT	0		0
685	272	TITLE II-A	6,384		6,384
339	273	AZDPS-BORDER ENHANCEMENT	147,928		147,928
686	274	TITLE I-D	(7,487)		(7,487)
142	276	AZ AUTO THEFT AUTHORITY (CA)	19,363		19,363
143/342	277	STATE PROGRAM INCOME C.A. & METRO	72,163		72,163
689	280	PART B IDEA BASIC	9,498		9,498
690	281	CHEMICAL ABUSE	0		0
381	284	EBOLA AWARD	0		0
346	286	ACJC/JAG UNDER 10K	0		0
344	287	ANTI METH INITIATIVE	0		0
379	288	T.B. GRANT	(36,769)		(36,769)
283	290	JUV PROB SVC EXTRA FEES > \$40	20,864		20,864
307	291	ADULT PROB FEES INTRST COMP 30%	12,315		12,315
309	292	ADULT PROB SVC EXTRA FEES > \$40	120,746		120,746
691	299	COUNTY JAIL EDUCATION	44,391		44,391
254	300	COMMUNITY ADVISORY BOARD	23		23
306	301	ADULT PROBATION DRUG TESTING	21,937		21,937
278	302	DIVERSION CONSEQUENCES	(1,228)		(1,228)
279	303	JUV PROB SVC FUND TREATMENT	(40)		(40)
303	304	DRUG TREATMENT & EDUCATION FUND	5,447		5,447
254	305	JUVENILE COMMUNITY ADVISORY BRD	0		0
305	306	VICTIMS RIGHTS PROG-PROBATION	1,383		1,383
251	307	MODEL COURT, CRT IMPROVEMENT	0		0
253	308	DEPENDENCY CASE PROCESSING	0		0
252	309	D.E.S. IV-D	43,144		43,144
256	312	FTG-INDIGENT DEFENSE	0	0.00	0
626	313	SELF HHW/ABOP SITE	6,149		6,149
288	314	JAIBG #2	387		387
287	315	JUV ACCOUNTABILITY BLOCK JAIBG	209		209
290	319	JUVENILE DETENTION ALTERNATIVE INITIATIVES	0		0
341	320	OPERATION STONE GARDEN #160420	0		0
260	321	5% FTG ALLOC-SUP CRT 57.37%	588,033		588,033
261	322	5% FTG ALLOC-IND DEF 20.53%	339,292		339,292
313	323	GLOBAL POSITIONING SYSTEM	0		0
800	332	EPA WETLANDS PROTECTION DEV	0		0
209	335	COVID-19 SOUTH 32	58,732		58,732
650	350	FLOOD CONTROL DISTRICT FUND	1,085,791	1,457,762	2,543,552
950	351	FIRE DISTRICT SECONDARY FUND	85,697	(97,098)	85,697
352	352	BORDER SECURITY ENHANCEMENT PROGRAM	0		0
651	353	FLOOD CONTROL RESERVE FUND	706,640	197,712	904,352
354	354	ICE GRANT	(38,504)		(38,504)
355	355	OPERATION STONE GARDEN #170432-01	0		0
356	356	SLOT GRANT	0		0
357	357	TOHONO O'ODHAM (SO)	53,736		53,736
358	358	OPERATION STONE GARDEN #130433-01	0		0
359	359	OPERATION STONE GARDEN #140425	0		0
360	361	OPERATION STONE GARDEN #150417	4,123		4,123
725	365	PROFESSIONAL DEVELOPMENT GRANT	(795)		(795)
747	376	ADULT EDUCATION ONE-TIME WIOA	(3,248)		(3,248)
746	377	WIOA RAPID RESPONSE	0		0
693	379	TECHNOLOCHICAS LIFT INITIATIVE	73,484		73,484
727/728	380	WIOA YOUTH PROGRAM	(18,862)		(18,862)
729	381	WIOA GENERAL	32		32
731	383	LAND MANAGEMENT-WIOA	0		0
732	384	WIOA/TANF SET A SIDE	0		0
733	385	DEPT OF EDUC. RECREATION GRANT	0		0
747	387	ADULT EDUCATION-ABE/ASE FEDERAL	(10,058)		(10,058)

736	390	ADULT EDUCATION WIOA SUPPLEMENTAL	(520)		(520)
739	393	WIOA ADULT	(12,273)		(12,273)
740	394	WIOA DISLOCATED WORKER	(13,057)		(13,057)
741	395	WIOA ADMINISTRATION	(4,898)		(4,898)
743	397	WORK INCENTIVE GRANT	0		0
440	405	CDBG #121-20 BOYS & GIRLS CLUB	(829)		(829)
400	408	APRON RECONSTRUCTION	0		0
490	415	CDBG PROJECTS	0		0
402	422	RUNWAY & TAXI CONNECTOR REHAB	0.01		0
405	427	AIRFIELD ELECTRICAL UPGRADE DESIGN	(36,530)		(36,530)
406	429	CDBG REGIONAL ACCOUNT	(55,631)		(55,631)
407	430	PHASE 1 - APRON DESIGN	0		0
451	431	RIO RICO RD IMPROVEMENT-CDBG	0		0
436	436	CDBG #127-20 COURTHOUSE PLANNING	0		0
438	438	CDBG #122-20 COMMERCIAL KITCHEN	0		0
412	441	EVIRON ASSESSMENT-LAND ACQ	0		0
414	443	AIRPORT MASTER PLAN UPDATE	0		0
453	453	CDBG GORRION COURT	0		0
442	486	JAIL DIST CONSTRUCTION/BOND PROCEEDS	136,011	133,705	269,715
441	487	CRTHSE CONSTRUCTION/BOND PROCEEDS	2,336	75,640	77,976
121	488	DEBT SERVICE FUND	23,291	47,203	70,494
325	489	JAIL DISTRICT	588,354	802,159	1,390,513
491	491	COLONIAS GRANT NOGALITOS	0		0
502	502	TOHONO O'ODHAM (LANDFILL)	0		0
210	503	HAZMAT CAPACITY BUILDING/AZ-SON	6		6
500	540	LANDFILL	1,791,990		1,791,990
501	541	LANDFILL RESERVE FUND	2,648,601	1,056,562	3,705,163
602	602	OFFICER SAFETY EQUIPMENT-AC	2,658		2,658
694	651	ELEMENTARY ROBOTICS PROGRAM	657		657
695	652	IME BECAS GRANT	6,410		6,410
700	657	SCC E-RATE CONSORTIUM	(4,099)		(4,099)
704	659	IDEA BASIC JUVENILE SECURE CARE	4,809		4,809
698	660	SCHOOL SUPPORT	(85,632)		(85,632)
701	663	21ST CENTURY LEARNING CTR	468		468
706	664	TAYLOR GRAZING FEES	1,062		1,062
707	665	STATE CHEMICAL ABUSE	30		30
951	667	INDIRECT COSTS	10,895		10,895
699	676	SPECIAL SVCS 15-365	415,257		415,257
953	677	SCC CONSORTIUM DUES	181		181
711	687	IDEA BASIC ADULT SECURE CARE	6,180		6,180
712	688	JUVENILE DETENTION LEARN	0		0
118	689	HAVA BLOCK GRANT	6,525		6,525
713	713	ESA PROFESSIONAL DEVELOPMENT PROJECT	210		210
716	716	TEAM ANONYMOUS	9,579		9,579
717	717	ADOLESCENT WELLNESS NETWORK	4,458		4,458
718	718	DISTRICT #99-INSURANCE FUND	10,518		10,518
719	719	YOUTH CAREER CONNECT GRANT	(45)		(45)
720	720	HEALTHY STUDENTS	(11)		(11)
750	750	ADULT EDUCATION - ELAA STATE	(3,588)		(3,588)
751	751	ADULT EDUCATION - ELAA FEDERAL	(2,065)		(2,065)
752	752	CAREER & COLLEGE READINESS	0		0
753	753	ADULT EDUCATION - ABE/ASE STATE	(2,783)		(2,783)
756	756	WIOA TABE 9-10	0		0
757	757	ADULT EDUCATION - IEL/CE TRAINING	(2,902)		(2,902)
759	759	WIOA POSTSECONDARY BRIDGE	0		0
653	760	NOGALES WASH MANHOLE #89 EMERG	(89,755)		(89,755)
387	803	ZIKA PHEP	0		0
186	956	EMANCIPATION ADMIN COSTS	68		68
248	974	COURT ENHANCEMENT FEE-JP #2	50,633		50,633
247	975	\$13 ASSESSMENT FUND-JP #2	7,639		7,639
231	976	COURT ENHANCEMENT FEE-JP #1	144,987		144,987
230	977	\$13 ASSESSMENT FUND-JP #1	43,701		43,701
353	978	OFFICER SAFETY EQUIPMENT-SO	12,416		12,416
148	981	DOMESTIC VIOLENCE STOP GRANT	0		0
147	982	PRETRIAL INTERVENTION PROGRAM	55,062		55,062
107	985	PALO PARADO RAILROAD IMPROVEMENT	0		0
149	986	VICTIM SERVICES DONATIONS	0		0
229	987	INCREASING EFFICIENCY	0		0
289	988	JUV DIVERSION SVC FEES-OVER	12,205		12,205
351	992	FEDERAL PROGRAM INCOME-MTF	0		0
386	993	MEDICAL RESERVE CORP	21,497		21,497
246	995	JP #2 FARE PROGRAM	1,581		1,581
208	997	CITIZEN CORPS TRAIN #150406-02	0		0
383	998	IMMUNIZATION PROGRAM	0		0
264	999	STATE-FILL THE GAP (FTG)	0		0
TOTALS FOR ALL FUNDS			\$ 15,800,550	\$ 7,678,440	\$ 23,478,990
SUSPENSE FUND (AMT. UNAPPORT.)			0		

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

GENERAL FUND NET CASH BALANCE	3,802,614	
PENDING - REVENUE		
AUTO LIEU	80,000.00	
SALES TAX	150,000.00	
COUNTY 1/2 CENT TAX	175,000.00	
APPORTIONMENT AMOUNT	1,500,000.00	
LOTTERY	-	
PENDING - EXPENDITURES		
APRIL 21, 2020 EXPENSE WARRANTS	(284,163)	
APRIL 24, 2020 PAYROLL WARRANTS	(585,000)	
SPECIAL REVENUE DEFICIT	(1,337,070)	
STATE POOL INVESTMENT	1,778,377	
ESTIMATED E.O.M. BALANCE	<u><u>5,279,758</u></u>	
DIFFERENCE		(549,368)
CASH AT APRIL 2019	<u><u>5,829,126</u></u>	

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION
SANTA CRUZ COUNTY

Memorandum

To: Santa Cruz County Flood Control District Board of Directors
From: John Hays, Floodplain Coordinator *JCH*
Through: Jennifer St. John, County Manager
CC: Jesus Valdez, P.E., General Manager
Date: April 14, 2020
Re: **Approval of the Board of Directors of the Santa Cruz County Flood Control District to accept the donation of a parcel of land (105-20-005) to the District.**

Background/Discussion:

Santa Cruz County was approached by owners of the parcel of land, Assessor's Parcel Number 105-20-005, with a wish to donate the land to Santa Cruz County. The parcel sits to the east of North Grand Avenue, just north of the City of Nogales city limits, and along/within the channel area of the Potrero Creek. The entire property is identified as floodplain (Special Flood Hazard Area Zone AE) on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 040090-04023C-0464C, dated December 2, 2011. Slightly more than half of the property is also mapped as floodway on the same map. The property is also recognized as being Riparian Habitat under the Santa Cruz County Floodplain and Erosion Hazard Management Ordinance #2001-03 and has been recognized as wetland by the Fish and Wildlife Service on the National Wetland Inventory map system.

Preservation of areas like this is fundamental to good floodplain management by maintaining the natural and beneficial functions of the floodplain areas, such as flood storage and natural filtration of flood waters. In addition, it helps to preserve the native species and habitats within the area for native wetland/riparian plants and animals.

Part of the Conceptual Drainage Master Plan for the Potrero Creek Watershed the District has been developing includes bank protection and channelization along Potrero Creek and the Nogales Wash from Chula Vista to Rio Rico, and the restoration of the wetlands on the publically owned lands for the Palo Dura Golf Course. This land would be strategically positioned to connect the two projects.

Financial Implications:

Accepting the property would remove the property from the tax rolls. The property is currently valued by the Santa Cruz County Assessor's Office as having a taxable value of \$1,059.00. As such, there would be a minor reduction in the total assessed valuation for the County and thus a minor reduction in property tax revenues.

Recommendation:

Propose the Board of Directors of the Santa Cruz County Flood Control District accept the donation of the land from the property owners (Patricia Bettwy Bell, Andrew W Bettwy, and Samuel W. Bettwy) and direct staff to move forward with the quit claim deed.

Recommended Motion:

"I move that the Santa Cruz County Flood Control District accept the donation of the parcel 105-20-005 from the property owners (Patricia Bettwy Bell, Andrew W Bettwy, and Samuel W. Bettwy) and direct staff to move forward with all necessary paperwork and procedures to execute a quit claim deed from the owners to the District."



April 14, 2020

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Memo

To: Manny Ruiz, County Supervisor (District 1)
Rudy Molera, County Supervisor (District 2)
Bruce Bracker County Supervisor (District 3)

From: Frank Dillon, Community Development Director

CC: Jennifer St. John, County Manager
Jesus Valdez, Public Works Director, Deputy County Manager
George Silva, County Attorney
Kimberly Hunley, Chief Civil Deputy County Attorney

Date: 3/2/2020

Re: Re-Appointment of Planning and Zoning Commission District 1

MARCELINO VARONA, AS PLANNING AND ZONING COMMISSION MEMBER

APPOINTED by the Santa Cruz County Board of Supervisors this ___ day of _____, 20__.

Bruce Bracker, Chairman

Manuel Ruiz, Vice Chairman

Rudy Molera, Member

ATTEST:

APPROVED AS TO FORM:

Tara R. Hampton, Clerk of the Board

Kimberly Hunley,
Chief Civil Deputy County Attorney

Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: Edupoint Software License Agreement made between Edupoint Educational Systems, LLC and Santa Cruz County Juvenile Detention Center for a total of \$4,816.00.

DATE: April 10, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Approve the Edupoint Software License Agreement made between Edupoint Educational Systems, LLC and Santa Cruz County Juvenile Detention Center for a total of \$4,816.00.

Background:

The Arizona Department of Education is requiring new reporting procedures and in order to be in compliance, The Ray of Light Academy which is a department within The Santa Cruz County School Superintendent's Office and the accredited entity that operates the educational programs in our detention center. must utilize the software that we are requesting. Compliance and reporting are the base for most funding for the Ray of Light Academy.

Arizona Revised Statute 15-913.01 A states "Each county that operates a county jail shall offer an education program to serve all prisoners who are under eighteen years of age and prisoners with disabilities who are age twenty-one or younger and who are confined in the county jail. The county school superintendent and the sheriff in each county shall agree on the method of delivery of the education program.

Financial Implications:

The total cost of the Software is for one year, will be a total of \$4,816, and will be funded from the Juvenile Detention Center Funding.

Proposed Motion:

"Mr. Chairman I move approve the Edupoint Software License Agreement made between Edupoint Educational Systems, LLC and Santa Cruz County Juvenile Detention Center for a total of \$4,816.00.

Edupoint License Agreement

EDUPOINT SOFTWARE LICENSE AGREEMENT

SUBSCRIPTION

Version 17.1

This Edupoint Software License Agreement (“**Agreement**”) is made between Edupoint Educational Systems, LLC located at 101 Pacifica, Suite 240, Irvine CA (“**Company**”) and Santa Cruz County Juvenile Detention Center, with offices located at 2170 N. Congress Drive, Nogales, AZ 85621 (“**Licensee**”).

RECITALS

- A. Company has developed certain proprietary educational information software systems and documentation thereof which are updated and extended by Company at Company’s sole discretion (the “**Edupoint Product**”), and Company has licenses from third parties or developed other products and services which are offered by Company and updated and extended by Company at Company’s sole discretion (the “**Edupoint Value Add Products**”). The Edupoint Product and the Edupoint Value Add Products are collectively referred to as the “**Edupoint Products**”.
- B. Company or a Company authorized licensor makes the Edupoint Products available to Licensees through the payment of an annual fee (the “**Subscription License**”).
- C. Company or a Company authorized licensor / service provider provides Licensees with the use of the Edupoint Products via one of the following operating models:
 - Self-Hosting, wherein the Licensee, with Company’s assistance and support, installs the Edupoint Products in the Licensee’s data center and assumes total responsibility for providing all data center infrastructure and computing resources and administering the Edupoint Products.
 - Company or authorized service provider provides application hosting services via one of the following models;
 - Local Application Hosting, wherein the computing resources necessary to run the Edupoint Products are provided and administered by Company, but located within Licensee’s local data center.
 - Remote Application Hosting, wherein all computing resources necessary to make the Edupoint Products’ enabled services available to the Licensee’s end users are located at a Remote Data Center of the Company’s choosing.
- D. Company or a Company authorized service provider provides certain software support services for the Edupoint Products, including software maintenance, and electronic and telephonic responses to Licensee’s technical and product questions, (the “**Software Support Services**”).
- E. Company or a Company authorized service provider provides certain implementation services for the Edupoint Products, including project management, installation and configuration, application and security setup, data conversion, external interfaces, training, establishing an internal testing and quality assurance program, setting up the support and maintenance program for the Licensee, process consulting, and custom development, (the “**Implementation Services**”).
- F. Company and Licensee desire to enter into this Agreement so that Licensee may acquire the rights to use Edupoint Products and receive the enabled services via one of the three (3) operating models defined in Recital C above, as well as the Software Support Services, and Edupoint Implementation Services, (collectively the “**Edupoint Services**”), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

1.1 Type of License

Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sub-licensable, right and license to the Edupoint Products identified on Exhibit A. Licensee shall use the Edupoint Products solely for its own internal use and for the purposes for which such Edupoint Products were designed.

Edupoint License Agreement

1.2 Additional Terms and Conditions

In addition to the terms of this Agreement, the license granted under Section 1.1 above shall be subject to the terms and conditions of all Exhibits and Attachments listed as applicable under Section 14.0 and attached hereto and incorporated herein.

2.0 Ownership and Protection of Edupoint Products

2.1 Title: Ownership

Licensee acknowledges that the Edupoint Products; all source code, object code, user interface, algorithms, development frameworks, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company authorized licensor.

2.2 Confidential and Valuable Substance

Licensee recognizes that the Edupoint Products and documentation have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL, (the “**Confidential Information**”). Company is desirous of maintaining rigorous control over the Edupoint Products and documentation. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Edupoint Products and documentation to any third party.

2.2.a Licensee shall ensure that any identification labels or legal notices contained in or on any of the Edupoint Products and documentation are not altered, modified, suppressed, or in any other way made inconspicuous.

2.2.b Licensee shall restrict access to the Edupoint Products and documentation to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee’s business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Edupoint Products and documentation by its employees does not occur.

2.2.c Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, do not obtain access to or knowledge of the Confidential Information without first obtaining the express written consent of Company. See Attachment 4. Company agrees that it will not unreasonably withhold such consent.

2.2.d Licensee shall treat the ideas and expressions contained in the Edupoint Products and documentation as Confidential Information and belonging solely to Company and shall not, without the prior written permission of Company, copy or duplicate any physical embodiments of the Edupoint Products and documentation (except as required for security and archival or escrow purposes). This includes, but is not limited to, videos or other materials containing images of Company products on video sharing websites, social media platforms or on unrestricted district websites.

2.2.e Licensee agrees to notify Company immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Edupoint Products or documentation. Licensee shall promptly furnish Company with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Company in any litigation or other proceedings deemed necessary by Company to protect Company’s rights. Licensee further acknowledges that any reports or other data generated by the Edupoint Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

Edupoint License Agreement

2.3 Protection of Edupoint Products

Licensee shall not allow, and shall not allow any third party to:

- 2.3.a Adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Edupoint Products, or any portion thereof;
- 2.3.b Identify or discover any source code of the Edupoint Products;
- 2.3.c Distribute, sell or sublicense copies of the Edupoint Products or any portion thereof;
- 2.3.d Create copies of the Edupoint Products except to make a copy which is required as an essential step in its utilization for the purposes granted the Licensee or to make an archival or back-up copy of the Edupoint Products and documentation; or
- 2.3.e Incorporate any portion of Edupoint Products into or with any other Edupoint Products or other products, or create any derivative works of the Edupoint Products.

3.0 Payment

3.1 Payment Terms

Licensee will pay Company or Company's authorized licensor the License Fees as provided in Exhibit A. All payments are due within 30 days of the invoice date.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes. Licensee agrees to pay any and all amounts equal to any taxes resulting from the licensing of the Edupoint Products or the services to be performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.

4.0 Indemnification and Warranty

4.1 Indemnification

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent the claim or threat of claim is based on an allegation that: (i) Edupoint Products which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) defective Edupoint Products directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Edupoint that gave rise to such claim or (iii) any Company breach of Section 9.7; or (iv) any claim or threat of claim brought by a third party against Licensee arising out of the acts or omissions of Company or its employees.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section 4.0, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d The foregoing states the entire liability and obligation of Company with respect to any infringement or claims of infringement by the Edupoint Products or any part thereof, of any patent, copyright, trade secret or other proprietary right.

Edupoint License Agreement

4.2 Warranty

4.2.a Operational Warranty

Company warrants that, during the one hundred eighty (180) day period (the “Warranty Period”) commencing on the date the Licensee places the Edupoint Products into production for either pilot or general deployment, whichever first occurs, the Edupoint Products will operate in substantial conformity with the documentation when used in strict compliance therewith, and if properly installed on computing resources within a datacenter infrastructure that is consistent with Company’s published Hardware and Software Requirements and Data Center Infrastructure Requirements. This warranty is contingent upon installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Edupoint Products by Licensee.

4.2.b Breach of Operational Warranty

Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible data center infrastructure, including but not limited to telecommunications network(s), environmental control systems, security systems, electrical services, cabinets and racks, competent network administrative staff available for Licensee Self Hosting or Local Application Hosting Services. Licensee acknowledges that if it elects Self Hosting as its operating model, it is also solely responsible for having the appropriate computing resources fully installed and operational within its data center and that these computing resources and the data center in which they are installed are consistent with Company’s published Hardware and Software Requirements, and that any exceptions that are not approved in advance in writing by the Company will invalidate the operational warranty.

As Licensee’s sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable software development services to correct software errors in the Edupoint Products, replace the Edupoint Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Edupoint Products, as set forth in section 7.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the license fees paid. Any Software Support or Implementation Services provided under this Agreement are provided “as is” without representation or warranty of any kind or nature.

4.2.c Replacements or corrections of Edupoint Products shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Edupoint Products for the period designated therein.

4.2.d Limitations

Except as expressly set forth in this Section 4.0, Company makes no warranty or representation, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, and any warranties of quality or performance, or as a result of a course of dealing or usage of trade, with respect to the Edupoint Products and any Edupoint Services.

5.0 Assignment

So long as the license warranty period under this Agreement is in effect, the services to be performed by Company are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Company unless first approved by Licensee by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, Company may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to Company, whether by way of asset sale, merger or other transfer of Company or its business, without Licensee's consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Edupoint License Agreement

6.0 Choice of Law

This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the State of California, without reference to the rules of conflicts of law thereof.

7.0 Agreement Term and Termination

7.1 Agreement Term

The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date).

Unless otherwise specified, at the expiration of the term set forth in Exhibit A, the contract will automatically extend for a period of one (1) year, with a two and a half percent (2.5%) increase over the previous year's cost, until such time as either party terminates this Agreement pursuant to Section 7.2.

7.2 Agreement Termination

This Agreement may be terminated as follows:

7.2.a Either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

7.2.b Either party may terminate this Agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with ninety (90) days to cure;

7.2.c Notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 7.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid in the year the termination occurs. In the event of termination of this Agreement by the Company pursuant to Sections 7.2(b) or 7.2(c) prior to an anniversary date, the Company shall be entitled to prepaid Subscription License for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 7.2(a) or 7.2(b) Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid.

7.3 Responsibilities in the Event of Termination

Upon any termination of this Agreement and/or the license to use any Edupoint Products, Licensee shall cease to use the Edupoint Products and shall return to Company the Edupoint Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Edupoint Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. If the Licensee is receiving hosting services from the Company under the Local Hosting operating model, Licensee will cooperate with Company in removal and return to Company all Company provided computing resources installed by Company in Licensee Data Center.

7.4 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the contractual relationship.

7.5 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

Edupoint License Agreement

8.0 Binding

This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

9.0 General Terms and Conditions

9.1 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

9.2 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

9.3 Amendments, Waiver, and Change Management

This Agreement shall not be amended or modified except in writing that refers specifically to this Agreement by duly authorized representatives of the parties. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

The scope of work described within the Agreement, Exhibits, and Attachments thereto shall not be changed except as provided by the change management procedures which are described in Attachment 5.

9.4 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

9.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

9.6 Notices

Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and Licensee, or as may be provided by the parties.

Edupoint Educational Systems Contract Administration 1955 S. Val Vista Drive #200 Mesa, Arizona 85204	Santa Cruz County Juvenile Detention Center 2170 N. Congress Drive Nogales, AZ 85621
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Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

Edupoint License Agreement

9.7 Applicable Law

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act.

10.0 Application Hosting Services

If Licensee will receive application hosting services through either Local Application Hosting or Remote Application Hosting, Company and Licensee agree to the terms and conditions of Exhibit B, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Application Hosting (either Local or Remote Services), as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

11.0 Software Support Services

Company and Licensee agree to the terms and conditions of Exhibit C, the Software Support Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the maintenance and support of the Edupoint Products, as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Software Support Services beyond those specified in Exhibit C that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

12.0 Implementation Services

Company and Licensee agree to the terms and conditions of Exhibit D, the Implementation Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Implementation Services, as described in Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Implementation Services beyond those specified in Exhibit D that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

13.0 Source Code Escrow

For Licensees that elect to include Software Escrow Services as part of this Agreement, Company will store with a third party Escrow Agent the Edupoint Products computer source code and documentation licensed as part of this Agreement, including all Company-owned source code necessary to continue operations of Edupoint Products, and other information regarding any additional third party components used in conjunction with the products. Company will designate the Licensee as a User in the Company's Software Source Code Escrow Agreement (see Exhibit E). So long as the Licensee is not in breach of its obligations under this Agreement, the Licensee will have the right to receive materials placed into escrow as per the Release of Deposit Material conditions and procedures specified within Company's contract with the Software Source Code Escrow Agent.

Unless a release event occurs, in no event shall the Licensee have the right to use the Edupoint Products source code for any purpose to reverse engineer, develop derivative works or to sublicense the right to use the source code and documentation to any other person or entity for any purpose. The Licensee will also be obligated to treat the source code and documentation as Confidential Information of Company under this Agreement.

14.0 Inclusions

- i. Exhibit A - Software Licenses
- ii. Exhibit B - Application Hosting Services
- iii. Exhibit C - Software Support Services
- iv. Exhibit D - Implementation Services
- v. Exhibit E – Software Source Code Escrow Services
- vi. Company's Business Expense Policy - Attachment 1
- vii. Standard Billing Rates - Attachment 2
- viii. Company's A La Carte Service Descriptions – Attachment 3
- ix. Non-employee/agent Access Consent Form – Attachment 4
- x. Change Management Procedures – Attachment 5
- xi. Data Center Infra. – Analysis and Doc. – Attachment 6

Edupoint License Agreement

Exhibit A

SOFTWARE LICENSE

1.0 Reference to Agreement

This Software License Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

LICENSING AND SERVICES FEES

EXHIBIT A - Software Subscription License Agreement Santa Cruz County Juvenile Detention Center Total Cost by Product and Service

V20A09

Synergy® Student Educational Platform		Subscription License			
The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:					
	Year 1				Total
Synergy® Student Information System					
PK - 12 Student Information (Included)	\$1,707				\$1,707
State Reporting for (Included)					
ParentVUE, StudentVUE, & Streams (Not in Bid)					
Online Student Registration (Not in Bid)					
Master Schedule Builder (Not in Bid)					
Synergy® Learning Management System (LMS)					
TeacherVUE with Gradebook (Included)	\$793				\$793
LessonVUE (Not in Bid)					
Assessment (Not in Bid)					
MTSS / RTI (Not in Bid)					
One Roster Integration (Not in Bid)					
Synergy® Analytics					
Analytics (Not in Bid)					
Synergy® Special Education					
PK - 12 Student Special Ed (Not in Bid)					
Synergy® Technology & Appl Source Code					
ST Tool Set (Object) & Appl Src Code (Not in Bid)					
Synergy® Distance Learning					
Distance Learning (Not in Bid)					
Sub-Total Subscription Software License	\$2,500				\$2,500
3rd Party Subscription Software					
	Year 1				Total
--Test Item Bank (Not in Bid)					
- GradeCam (Not in Bid)					
Sub-Total 3rd Party Subscription License	\$0				\$0
Hosting					
	Year 1				Total
Shared Hosted by Edupoint	\$750				\$750
Sub-Total Hosting Service	\$750				\$750
Professional Services by Staff					
	Days	Unit Cost	List Cost	Discount %	Total
- Trainers	1	\$1,500	\$1,500	5.0%	\$1,425
Total Professional Services by Staff			\$1,500	5.0%	\$1,425
Total One Year Cost (excluding estimated expenses):					\$4,675
Total Mohave - Arizona Sales Tax					\$141
Total One Year Cost including Sales Tax (excluding estimated expenses)					\$4,816

Edupoint License Agreement

EXHIBIT A - Continued
Payment Schedule by Product and Service

Payment for Edupoint Subscription License		Amount	Payable On
1st Year Edupoint Subscription License		\$2,500	Due upon Contract Signing
Total 1 Year Edupoint Subscription License		\$2,500	
Hosting		Amount	Payable On
1st Year Hosting		\$750	Due upon Contract Signing
Total 1 Year Hosting Shared Hosted by Edupoint		\$750	
Payment Schedule for Professional Services		Percent	Amount
Professional Services Cost			\$1,425
Total Payment for Professional Services			\$1,425

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total One Year Cost (excluding estimated expenses):	\$4,675
Total Mohave - Arizona Sales Tax	\$141
Total One Year Cost including Sales Tax (excluding estimated expenses)	\$4,816

EXHIBIT A - Continued
Payment Schedule by Year

Detailed Payment Schedule	Amount	Total
Due Upon Contract Signing		
1st Year Subscription License (taxable)	\$1,000 T	
1st Year Subscription License (non-taxable)	\$1,500	
1st Year Shared Hosted by Edupoint	\$750 T	
1st Year Professional Services	\$1,425	
Payment Due		\$4,675
Mohave - Arizona Sales Tax		\$141
Sub-Total Payment Due including Sales Tax		\$4,816
Total One Year Cost (excluding estimated expenses)		\$4,675
Total Mohave - Arizona Sales Tax		\$141
Total One Year Cost		\$4,816

Pricing Notes:

- This pricing is valid until 07/07/20. Sales tax is included
- This proposal was based on 1 Schools with 10 students.
- Expenses included for Professional Services on Implementation
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Professional Services has a 5.0% discount applied to all your professional services fees.
- Escalation of 2.5% has been applied.
- Estimated Mohave - Arizona Sales Tax based on 8.050%.

EXHIBIT B

APPLICATION HOSTING SERVICES

1.0 Reference to Agreement

This Exhibit is only applicable for Licensees who are hosted by the Company. This Application Hosting Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

2.0 Fees

During the Initial Term Licensee shall pay annual fees as shown on Exhibit A, and for each Subsequent Term, Licensee shall pay annual fees according to the Company's then current fees for the Application Hosting Services. Company shall provide fixed pricing for initial agreement term, and provide Licensee six months' notice of any proposed increase in the then applicable Application Hosting Services fees for subsequent terms. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust application hosting services fees accordingly.

3.0 Services

During the term of the License, and subject to payment of the fees for the Edupoint Products and the fees for the Edupoint Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

3.1 Included Services

3.1.a Configuration Planning

Company will determine the specifications for and configuration of the computing resources (number and type of web server(s), process server(s), application database server(s), and load balancer(s) based on the processing and storage needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This configuration planning is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirements change. Company will constantly monitor system performance and modify the configuration plan to maintain an acceptable level of system performance.

3.1.b Edupoint will perform an annual review of the hosted environment including, penetration test and antivirus scan.

3.1.c System Hardware

Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the functionality of the Edupoint Products as described in the Documentation, and to make the information generated by and stored in the database(s) supported by the Edupoint Products available on demand by users. System hardware, system software, load balancer, database software and database storage shall be located at the Company's Remote Data Center.

3.1.d The following activities are included in the application hosting cost:

Deploying hardware and infrastructure required, software hosting and systems administration:

3.1.d.1 Systems Administration provides day-to-day management and administration of the operating system and database platform for all servers in the Synergy environment. Specific components of this service include:

- i. Maintenance of the database
- ii. Maintenance and updating of the server operating system
- iii. Performance monitoring of SIS hardware and system software and recommendations for required updates
- iv. Ongoing maintenance of hosted environment

Edupoint License Agreement

- 3.1.e Additional Software and Middleware
Company will provide all Additional Software and Middleware software necessary for the Edupoint Products, including installation and licensing of Window OS, Microsoft SQL or Oracle server, and SSL certificate(s).
- 3.1.f Configuration and Setup
Upon approval of the Implementation Project Charter and Work Plan, Company will provide initial configuration including operating system installation, database installation, patching the operating system and database, and installing and configuring all the Edupoint Products and Additional Software and Middleware; creation and configuration of Production and Training environments and Production and Training databases. The Training environment will be used for the purpose of training end users in a non-production environment and other non-production uses upon the request of the Licensee. Prior to the Edupoint Products being placed into production, the Company will provide final hardware configuration and application setup for setting proper Licensee specific application parameters and Licensee's organization specific information. Company will be responsible for ongoing re-configuration of hardware and adjustments to application setup for additional module add-ons or changes to Licensee infrastructure that require changes to the system configuration and application setup.
- 3.1.f.1 Restrictions
Licensee will have a limit as to the following configuration options in a hosted environment:
- Audit Trail: Audit detail will be kept for one year and purged after year end backup. Audit detail will impact storage requirements and may be retained longer at the Licensee discretion. Exceptions for Attendance and Grade Reporting Mark data will be retained for the current school year and purged prior to the start of the following school year.
 - Process Queue: Company recommends a maximum of 5 days but may be retained longer at the Licensee discretion. Process Queue results storage will impact space requirements.
- 3.1.g Edupoint will provide the following environment(s) to Licensee:
- 3.1.g.1 A production environment that includes access to all licensed modules;
- 3.1.g.2 A training environment includes access to all licensed modules for demonstration purposes;
- 3.1.g.3 Any additional environments (test, development, or demonstration) will have an additional cost of \$.25/student.
- 3.1.h Edupoint Product Updates
Company will provide support for the Edupoint Products through installation of Company provided modifications including remedial "Patches" or "CEs" ("Continuous Enhancements") addressing reported performance or functionality problems and "Upgrades" consisting of new releases or versions of the Edupoint Products and Additional and Middleware software issued by the vendor of that Additional and Middleware software as part of its software maintenance offering, typically indicated by a change in the numeric identifier in the version number of the software. Company will install CE and Updates in accordance with the Release Management Section set forth in Section 6.0 below in a commercially reasonable timeframe following its release of CE, new releases or versions of the Edupoint Products or Company's receipt of the CE or Update from the Additional and Middleware software vendor. In addition to administering all updates to the Edupoint Products, Company is responsible for procuring and administering vendor-provided maintenance for any Additional and Middleware software supplied by the Company under this Agreement.

Edupoint License Agreement

3.1.i Backup

Company shall create and maintain a backup plan whereby Licensee Production Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below in Section 7.1, for the purpose of off-site archival in the case of disaster recovery.

Backup data sets will be provided to the Licensee via direct access to the secure backup data host. Company will work with the Licensee to configure, at a minimum of weekly, downloading of the backup data sets initiated from Licensee's local environment.

3.1.i.1 Backup frequency

3.1.i.1.i Full Back up once per week

3.1.i.1.ii Differential backup once per day

3.1.i.1.iii Transactional backup – every 15 minutes

3.1.i.1.iv Weekly backups retained for 4 weeks. Monthly backups retained for 12 months. Yearly backups retained for 7 years.

3.1.i.1.v Backups are retained only if Licensee has a current hosting agreement.

3.1.i.2 Backups are replicated at multiple data centers co-located across the U.S.

3.1.i.3 Recovery Point Objective is to recover the environment from backup so that mission-critical operations can continue.

3.1.i.3.i. Mission-critical includes administrative and teacher usage, not parents or students.

3.1.i.4 Recovery Time Objective is 24 hours

3.1.j Disaster Recovery

Company shall maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Remote Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

3.2 Additional Hosting Models:

All services indicated in section 3.1 are included in the base hosting model – *Shared Cloud Hosting*. The base model *Shared Cloud Hosting* minimizes cost by optimizing resource utilization within the Company's Remote Data Center. Additional levels of hosting service are available for additional costs and provide added features and options. The following are the additional hosting models offered:

3.2.a Hybrid Cloud Hosting

(a) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB).

Additional (1) TB increments will be available with additional charge.

(b) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.

(c) Dedicated SQL Server is optional and available for an additional charge. This option provides a point to point VPN connection to allow direct data manipulation and extraction including selects/Inserts/Updates/Deletes.

(d) SQL Server High Availability options are available for an additional charge.

(e) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

NOTE: Other infrastructure resources can be deployed on shared resources at the Company's discretion.

3.2.b Dedicated Cloud Hosting

(a) Perform direct SQL against hosted database including selects/Inserts/Updates/Deletes provided through a point to point VPN connection.

Edupoint License Agreement

- (b) Deploy custom software additions based on ST framework.
- (c) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB). Additional (1) TB increments will be available with additional charge.
- (d) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.
- (e) SQL Server High Availability options are available for an additional charge.
- (f) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

3.3 Excluded Services

- (a) Support of Licensee's Client Desktops
- (b) Support or diagnosis of Licensee's Local Area Network connectivity
- (c) Licensee's Local Area Network device configuration such as proxy servers

4.0 Availability of Services

(Not applicable if Licensee selected Self Hosting.)

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

4.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

4.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

5.0 Security

For Company Application Hosting Services, Company shall operate and maintain the Edupoint Products, System Hardware, Additional and Middleware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the Application Hosting Site, including:

- (a) Firewall protection of the Application Hosting Site;
- (b) Maintenance of independent archival and backup copies of the Edupoint Products and Documentation and all Licensee Content; and
- (c) Protection from network attack or other malicious harmful or disabling data, work, code or program.

6.0 Release Management

For all Production and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- (a) Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) Written notice of application changes and modifications to screens or code;

Edupoint License Agreement

- (c) Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- (d) Coordination of the implementation of the Change Event with the Licensee.

7.0 Proprietary Rights

7.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the data stored on the Application Hosting Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Application Hosting Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

7.2 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Application Hosting Site or Licensee Content stored on the System Hardware at the Application Hosting Site.

7.3 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Following termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Company Products and thereafter expunge all copies of the Company Products from its computing infrastructure and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that it shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

EXHIBIT C

SOFTWARE SUPPORT SERVICES

1.0 Reference to Agreement

This Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between Company and Licensee as of the Effective Date.

2.0 Fees

During the Initial Term, Company shall provide Licensee with Software Support Services according to the fees described in Exhibit A. Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Software Support Services. Company shall provide Licensee six months' notice of any proposed increase in the then applicable fee. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust services fees according to the then current services fees for the licensed Edupoint Products.

3.0 Software Support Services

Company provides software updates and support services for the current version and the immediately prior version only.

Licensee shall select one of the maintenance and support plans; Basic Plan or Premium Plan. Both the Basic Plan and the Premium Plan are based upon the Licensee providing its own first level support of the Edupoint Products, such that support requests from the Licensee's school operations and district office staff are first routed to the Licensee's internal adequately staffed and competently trained student information system support group or helpdesk. Support requests that cannot be resolved by the Licensee's internal support group will be routed to Company for resolution.

3.1 BASIC MAINTENANCE AND SUPPORT PLAN

a) Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the Edupoint Products and other Licensee software application systems so long as Company provided such interfaces to the Licensee and the Licensee has not altered such interfaces.
- For Licensee purchasing Synergy Technology maintenance, the application source code will be refreshed at the time of publication of a Continuous Enhancement (CE) or annual release.

b) Support Services Includes:

- Company Staff will be available to answer questions and resolve issues between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for non-outage issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

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- The following days are recognized as Company holidays. The Company's support function will not be staffed on these days:

New Year's Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Christmas Week

3.2 PREMIUM USER CONFERENCE PLANS

These plans include everything included in the Basic Maintenance and Support Plan plus additional services as defined in the designations below: Copper, Bronze, Silver, Gold and Platinum.

- Copper: Licensee may send one (1) representative to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Bronze: Licensee may send two (2) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Silver: Licensee may send three (3) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Gold: Licensee may send four (4) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum: Licensee may send five (5) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum Plus: Licensee may send ten (10) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in Company's Users Conference must be made at least 30 days prior to the event. Travel expenses that will be paid by Company do not include parking, transportation to/from hotel or airport, incidentals at hotel, evening meals, or fees associated with travel changes made after booking. Licensee may send additional staff at Licensee's own expense.

4.0 Payment

4.1 Adjustment of Software Support Services Fees

Company may change the Support Services fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

4.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company for such services at the Company's then current standard rates.

4.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Edupoint Products and Company subsequently demonstrates the Edupoint Products conforms to specifications as described in Section 4.2 of the Agreement or Licensee is not operating the Edupoint Products within a computing infrastructure that is consistent with Company's published Hardware and Software Requirements or the Data Center Infrastructure-Analysis and Documentation, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

5.0 Major Outage

5.1 Definition of a Major Outage

A "Major Outage" is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss, corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

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5.2 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

5.3 Response Time for a Major Outage

5.3.a E-support response time – within two (2) hours.

5.3.b Phone support – within one (1) hour.

6.0 Non-Major Outage

6.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

6.2 Response Time for a Non-Major Outage

6.2.a E-support response time – within two (2) business days.

6.2.b Phone support – within one (1) business day.

7.0 Modifications Excluded

Company shall not be obligated to provide support or maintenance services pursuant to this Agreement with respect to any modifications to the Edupoint Products made by Licensee or to any Licensee sponsored computer program incorporating all or any part of the Edupoint Products.

8.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Edupoint Products or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to the Application Hosting Site and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Edupoint Products and, after corrective action or replacement has taken place, and determine that the problem has been alleviated.

EXHIBIT D

IMPLEMENTATION SERVICES

This Implementation Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between **Company** and **Licensee**.

1.0 Fees

During the Term of the Agreement, Company shall provide Licensee with Implementation Services in the amount of and costs shown in Exhibit A.

2.0 Additional Implementation services

Licensee may, by agreeing to changes to the scope of work through the change management process or simply as a matter of choice, purchase additional implementation services. The daily rates shown on Attachment 2 do not include travel expenses, which will be billed monthly as actually incurred not to exceed the GSA Guidelines.

3.0 Flexible Resource Allocation

Company provides a System Implementation Methodology (SIM) which, based on Company's experience, represents the best practice approach to implementation, but Company also recognizes that one size doesn't fit all. The Licensee may have varying degrees of technical, support, and training resources of their own as well as varying abilities to make these resources available to contribute to the implementation project. The Licensee may have significant capacity to handle technical or training tasks itself, thereby freeing Company resources for more effort on another task such as converting additional years of historical data. Therefore, in order to allow the Licensee to make the best use of both its and Company's resources available for implementation, Company is providing this flexible resource allocation plan. The number of days shown in Exhibit A represents days of Company provided professional services reserved for the Licensee for each task of the implementation of the Edupoint Products, and the Licensee can influence how these days will be used over the course of the implementation project.

Upon the start of the implementation project the Company project team and the Licensee's core team will collaborate on the development of the Project Charter and Work Plan. This effort will result in agreement on the roles and responsibilities of both parties, which will in turn result in the most prudent allocation of both Company's and Licensee's resources. Once completed, the Project Charter and Work Plan become the baseline for the implementation project, which begins when this baseline has been established and approved by both Licensee and Company.

4.0 Standard Data Conversion

Standard data conversion is defined as the conversion of the Licensee's legacy system's complete current year plus enrollment and transcript history for the prior three years. Historical special education data may be converted to PDF documents, stored and retrievable with the student's record in the Edupoint Products. Company's data conversion service includes the conversion of all data necessary to allow schools to start using the Edupoint Products, and allow complete and accurate outputs; e.g., school and district level reports for each functional category, and state and federal reports. Conversion of additional historical or other data is available at additional cost based on Company's daily rates.

5.0 Third Party Integration/Interfaces

Company's system implementation methodology includes required third-party integration between the Edupoint Products and other application systems through re-use of interface/integration techniques that have already been developed by Company or which can be met by implementation project staff using available extract, transform, and load utilities/queries. Custom interfaces/integrations (between Edupoint Products and other software applications from either 3rd parties or developed by the Licensee) and custom reports are defined as any interface/integration or report which requires Company developers to write software code. Custom interfaces can be provided at additional cost based on Company's daily rates.

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6.0 Custom Development

Company's System Implementation Methodology is based upon Licensee implementing the Edupoint Products as a true COTS solution limiting customizations to those that can be realized through the powerful application setup flexibility built into the Edupoint Products. Licensee uses the Edupoint Products as a true COTS solution requiring no vendor customization, either before or after implementation. As such, no custom development has been included in Exhibit A. Once the COTS solution has been implemented, the Company (if initiated by Licensee) will provide its process consulting experts to work with the Licensee (using the change management process) to price and schedule any required customizations. The Licensee also has the option of licensing the Company's Synergy Technology Application Development Platform and application source code within the solution, giving the Licensee the ability to develop its own extensions and customizations to the Edupoint Products.

7.0 Payment Terms

7.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

7.2 Travel Expenses

Licensee agrees to pay Company for the following actual and reasonable travel expenses incurred for Company personnel to travel to Licensee's facilities: (a) unless otherwise agreed to by Licensee in writing and in advance, non-refundable, 14 days' advance purchase and coach class air fare; (b) a standard room at a moderate expense motel room within ten miles of Licensee's facilities; (c) a single, compact class, rental car for all Company employees traveling to Licensee's facilities that day; (d) meals in accordance with the Business Expense Policy attached hereto as Attachment 1; and (e) parking expense at an off-site parking vendor at the airport from which Company personnel fly to Licensee's facilities. No other travel expenses shall be paid by Licensee without Licensee's advance approval. Licensee shall not be responsible for any telephone charges.

Edupoint License Agreement



Exhibit E Beneficiary Enrollment Form and Amendment

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number: 36742** with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement, as amended herein. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name	Tom McGrew	Print Name	
Title	VP/CTO	Title	
Email Address	tmcgrew@edupoint.com	Email Address	
Street Address	101 Pacifica, Suite 240	Street Address	
Province/City/State	Irvine, CA	Province/City/State	
Postal/Zip Code	92618	Postal/Zip Code	
Phone Number	480.633.7500	Phone Number	
Fax Number	480.633.7502	Fax Number	
Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> <i>Check if same as Authorized Person</i>		<input type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name	Edupoint Educational Systems, LLC	Company Name	
Print Name	Christine Baumann	Print Name	
Title	Director of Finance	Title	
Email Address	cbaumann@edupoint.com	Email Address	
Street Address	1955 S Val Vista Dr, Ste 200	Street Address	
Province/City/State	Mesa, AZ	Province/City/State	
Postal/Zip Code	85204	Postal/Zip Code	
Phone Number	480.633.7500	Phone Number	
Fax Number	480.633.7502	Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description			Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Edupoint License Agreement

	table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.			
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.			<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Attachment 1

BUSINESS EXPENSE POLICY

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Company to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses

The Company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimburse for miles driven.

Travel Expenses:

The Company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the Company will not reimburse business- or first-class tickets or upgrades.

Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals

The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates. Meals and Incidentals not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for four days to a location with a \$59 rate would have a trip not to exceed amount of \$236 for the trip (\$59*4). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m. local time, and is completed after 7:00 p.m. local time. Partial days will be reimbursed using the GSA Meals and Incidental Expense Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

Attachment 2

STANDARD BILLING RATES

Version 18, Effective January 1, 2017

Standard Billing Rates are subject to revision by Edupoint on January 1st of each year. This list includes daily rates for services performed by an Edupoint representative. Edupoint invoices its clients as services are performed and expenses are incurred. Except as noted below, all services are billed at a minimum of one-half (1/2) day's rate.

Job Functions	Rates
1) <u>EXECUTIVES</u>	\$2,000/Day
2) <u>SENIOR TECHNICAL EXPERTS</u>	\$2,000/Day
3) <u>PROJECT MANAGERS</u>	\$1,750/Day
4) <u>TECHNICAL EXPERTS</u>	\$1,500/Day
5) <u>SUBJECT MATTER EXPERTS</u>	\$1,500/Day
6) <u>DEVELOPERS</u>	\$1,500/Day
7) <u>DATA CONVERSION SPECIALISTS</u>	\$1,500/Day
8) <u>PRODUCT SPECIALISTS</u>	\$1,500/Day
9) <u>TRAINERS</u>	\$1,500/Day
10) <u>ADMINISTRATIVE SUPPORT</u>	\$750/Day

NOTE:

Travel Day

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

Expenses

All expenses will follow the guidelines set forth in Attachment 1.

Attachment 3

EDUPOINT'S A LA CARTE SERVICE DESCRIPTIONS

Version 1.3

Systems Review – Annual Service

Systems Review is a service for self-hosted districts which provides an annual review (1 to 2 days depending on district size) of the current hardware configuration and server farm maintenance process, to ensure proper ongoing configuration and enterprise level system performance.

System Review responsibilities are limited to the Licensee's server farm (production, test, and training environments sometimes collectively referred to as the "system(s)") and load balancer supporting the Edupoint Products and include:

- Analyze operating system logs, identify potential issues and recommend course of action.
- Perform audit of operation system configuration and review process of application of operating system updates.
- Developing recommendations for any necessary modifications to the composition and configuration of the server farm that are required to maintain satisfactory application software performance levels for end users. NOTE: This includes reviewing new application functionality (including Synergy functionality, 3rd party tools and integrated applications) put in use over the course of time since the last review or initial installation, which could require configuration changes in the server farm.
- Review disaster recovery plans.
- In depth review of database server – aka Database Server Health Check – to ensure proper maintenance plans are in place, review indexing schemes, review backup strategies, check throughput of disk subsystem (e.g. local disk arrays, SAN, etc.) and overall configuration of database equipment.
- Answering technical queries during review process.

Backup and Disaster Recovery – Annual Service

For the Licensee's Production database and environment Company will perform the following:

- Create and Maintain disaster recovery plan and executing plan in a disaster event.
- Ensure Licensee Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content for the purpose of off-site archival in the case of disaster recovery.
- Maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Remote Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

Release Management – Annual Service

For all Production, Test and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- Written notice of application changes and modifications to screens or code;
- Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- Coordination of the implementation of the Change Event with the Licensee.

Edupoint License Agreement

Systems Configuration Health Check – As requested service

For the Licensee's Production, Test and Training environments Company will perform the following:

- Make sure that the Synergy Patching Process is being implemented consistently and is done correctly.
- Review the REV_ERROR table for issues.
- Review database tables' size and write one time and/or scheduled jobs to limit the size of tables that grow over time.
- Shrink databases if appropriate after tables are trimmed.
- Review all operating systems and database management systems updates and patches to ensure currency.

Annual Start of School Readiness Check – As requested service

- Review the results of the New Year rollover and summer school conclusion processes and any type of mass loading of feeder school student data.
- Review the application security set up to ensure appropriate changes have been made related to new staff, new or redefined roles relative to prior year, organizational changes, etc.?
- Review the application set up to ensure consistency with changes to state or federal reporting requirements, local school district Board policy changes that may become effective within the new school year, new features and functionality within the June release.
- Review of prior year's issues reported to Edupoint's support group which turned out not to be application software defects, to determine either apparent training needs or needed set up changes.

Process Consulting – As requested service

Company's process consulting services are available to Licensees, on a daily rate, which have completed the initial implementation of the new student information system and want to ensure that the system is being used in the manner necessary for the Licensee to gain maximum improvements in the daily work processes of school and district office staff. It is intended to answer questions such as:

- Are attendance clerks executing the daily and periodic attendance function in the most efficient manner, given the features and functions available in the new system?
- Are school principals fully using the information available via the new system to support their decisions regarding school operations and instructional effectiveness?
- Is district office staff fully utilizing the reporting and query capabilities of the new system to gain information needed for programmatic and departmental operations and management, or are they still asking schools to compile and report this information off-line?
- Are teachers fully utilizing the student and classroom management features of the new system's teacher portal and integrated grade book?

It is a universal fact that when presented with a new tool that assists people in the accomplishment of their work, most people will quickly learn and utilize the tools basic capabilities, but absent further stimulation or incentive, they will not explore the tools advanced features or develop the new more efficient work processes that are enabled by the new tool.

Company's process consultants will work with Licensee's school and district staff to identify work processes that are making less than full use of the new student information system, and then lead collaborative initiatives to intervene in these processes so that Licensee's school district gains maximum return on its new SIS investment.

Deliverables:

- A process review report, with recommendations, covering the functional areas of the new SIS established as the scope of the Process Consulting engagement.
- An Intervention Plan which addresses the recommendations developed during the process review engagement.

Attachment 4

NON-EMPLOYEE/AGENT ACCESS CONSENT FORM

THIS AGREEMENT is made as of _____, between <COMPANY NAME/CONTRACTOR>, <DISTRICT>, and Edupoint Educational Systems, LLC.

WHEREAS, <COMPANY NAME/CONTRACTOR> (“Contractor”) is providing services for <DISTRICT>, (“District”) in connection with Edupoint Educational Systems, LLC (“Edupoint”) Licensed Software Products specifically set forth in Exhibit A of the Software License Agreement dated _____.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

CONFIDENTIAL AND VALUABLE SUBSTANCE – Contractor recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL. Edupoint is desirous of maintaining rigorous control over the Licensed Software Products. Contractor, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Contractor shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
2. Contractor shall restrict access to the Licensed Software Product to only those employees of the Contractor who must have such access in order to perform their specific duties or obligations pursuant to the Contractor’s business. Contractor agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
3. Contractor agrees that it will take all reasonable precautions to ensure that non-Contractor personnel, including non-employee agents of Contractor, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Edupoint. Edupoint agrees that it will not unreasonably withhold such consent.
4. Contractor shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Edupoint and shall not, without the prior written permission of Edupoint, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes).
5. Contractor agrees to notify Edupoint immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Contractor shall promptly furnish Edupoint with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Edupoint in any litigation or other proceedings deemed necessary by Edupoint to protect Proprietor’s rights.

NO LICENSE - Nothing in this Agreement is intended to grant any rights to Contractor under any patent, mask work right or copyright of Edupoint, nor shall this Agreement grant Contractor any rights in or to Confidential Information except as expressly set forth herein.

TERM - This Agreement shall survive until the termination of the License Agreement.

REMEDIES - The Contractor acknowledge that in the event of any breach or threatened or reasonably anticipated breach of this Agreement, the resulting damage to Edupoint would be difficult or impossible to quantify and remedy at law, and therefore, in addition to any other rights or remedies available hereunder, Edupoint shall be entitled to injunctive and other equitable relief and to recover from Contractor its reasonable attorneys’ fees and costs incurred in connection with enforcement of this Agreement.

Edupoint License Agreement

MISCELLANEOUS - This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto.

Edupoint Educational Systems, LLC

<Company Name/Contractor>

<District>

Attachment 5

CHANGE MANAGEMENT PROCEDURE

Version 1.2

Whichever party to this Agreement identifies a potential change to the Edupoint Products or the Project Charter and Work Plan, that party will document the potential change, thereby initiating a change request under this process. The change request will be presented to the Licensee's project management for approval to proceed with an initial analysis by Company.

Once the Licensee has authorized the change request, Company will proceed with an initial analysis and complete the initial change request by specifying the change type, feasibility analysis, initial estimate of the cost to first develop detailed specifications and then implement the change, and potential impact an effort to execute the change would have on already adopted project timelines. Company will complete this initial analysis at no cost to the Licensee.

Company will present the results of the initial analysis to the Licensee's team and that team will, if it decides to move the change request forward in this process, authorize Company to proceed with the development of detailed specifications and finalization of cost and timeline impacts.

Company will, if the change request is authorized by the Licensee, proceed with the development of functional and other detailed specifications with the full aid and assistance of appropriate Licensee staff. Company will also finalize the initial cost estimate into a cost commitment, and determine the timeline required to implement the change. All of this information will be presented to the Licensee, as a final change request. Costs incurred by Company in preparation of the final change request will be applied as a credit to the actual costs of implementing the change should the Licensee move forward with the change, except in the case of custom development work. For custom development, the following guidelines apply:

1. If the Licensee authorizes completion of the customization work, the cost to create the Functional Specifications Document (FSD) will be discounted by 50 percent and will be payable upon delivery of the customization.
2. If the quote provided following receipt of the FSD approval exceeds the customization estimate by 50 percent or more, and the Licensee therefore elects not to authorize the customization, the cost of the FSD will be discounted by 50 percent.

Otherwise the Licensee will be responsible for these costs, and will pay Company as per the payment terms provided in this Agreement.

Attachment 6

DATA CENTER INFRASTRUCTURE – ANALYSIS AND DOCUMENTATION

AKA Site Survey – Contract Reference Section 4.2.a (Version 17.0)

This process description and related forms are to be used by Edupoint staff when implementing SYNERGY under either the **Self-Hosting** or **Local-Hosting** operating models (see Edupoint’s Software License Agreement – Perpetual or Subscription, for details associated with these two operating models). **Note: Edupoint does not offer hosting services using the Oracle database platform.**

The purpose of this site survey is to provide assurance that SYNERGY will operate reliably when installed in a client’s data center under either the **self-hosting** operating model **or** the **local hosting** operating model, but with one significant difference.

- **Under the self-hosting operating model**, while Edupoint is expected to provide sound advice and technical assistance related to the sizing, configuration, and integration of the client-purchased SYNERGY-related computing resources into the client’s data center, the ultimate responsibility (operational and financial) for ensuring that the SYNERGY-related computing resources are properly sized, configured, and integrated into a properly established data center infrastructure is the clients.
- **Under the local hosting operating model**, Edupoint is contractually obligated and financially responsible for ensuring that the resulting SYNERGY-based student information system solution provides reliable services to all end users at acceptable levels of performance, even during peak load periods. Edupoint will size, configure, install, and administer the SYNERGY-based SIS solution (hardware-servers and load balancers and anything else required, systems software, third party application software if necessary, and the SYNERGY application software suite itself) and will therefore be responsible for ensuring system availability 24/7. Since the SYNERGY-based SIS solution will be physically located within the client’s data center, Edupoint must take steps to be certain that the client’s data center is appropriately configured prior to installing the SYNERGY-based SIS solution.

As per Section 4.2.a of Edupoint’s Software License Agreement, the site survey can be performed by the client or an agent hired by the client, or at the client’s request Edupoint will perform the site survey and bill the cost of the survey to the client as an additional charge. In any case, the completed site survey document establishes the baseline for the data center infrastructure. Edupoint must review the completed site survey document and either accept the survey as-is or prepare a report to the client noting the deficiencies within the data center infrastructure that the client must correct (at the client’s expense) before Edupoint will install the SYNERGY-based SIS solution. Correction of deficiencies will be reflected upon the site survey, which will be signed off by both the client and Edupoint. Neither party will be allowed to modify the data center infrastructure after this sign-off without the concurrence of the other party.

The process steps for completing the site survey task are as follows:

1. Edupoint staff to prepare a preliminary configuration of the SYNERGY-based SIS solution, which is shared with the client.
2. Discuss the site survey with the client and determine how the client will complete the survey; self-survey, hire an agent to perform the survey, or ask Edupoint to complete for an additional cost (daily rate and travel expenses)?
3. Discuss with client and establish the target date for the completion of the survey.
4. When survey is complete, Edupoint staff to review the survey document, confirm the document’s completeness and accuracy, note any deficiencies within the client’s data center infrastructure, and determine the fit between the preliminary configuration of the SYNERGY-based solution and the client’s data center infrastructure. Convey any deficiencies to the client and get agreement on the client’s plan for correcting all noted deficiencies. Repeat this step if necessary.
5. Edupoint staff confirm resolution of all deficiencies and prepare the final version of the site survey, and get sign-offs by both client and Edupoint management staff. **Final configuration of the SYNERGY-based SIS solution and installation of the configuration cannot begin until the site survey is signed off.**

Edupoint License Agreement

The elements that must be included within the site survey and the critical questions that must be answered are as follows:

- **Space** – Is there sufficient space within the data center to house the SYNERGY-based SIS solution?
- **Environmental Controls** – Are heat and humidity control systems sufficient to ensure reliable performance of the SYNERGY-based SIS solution and protect equipment from damage?
- **Electrical Power** – Are the quantity, quality, and distribution of electrical power within the data center sufficient to meet the needs of the SYNERGY-based SIS solution? Is there backup power sufficient to allow orderly shutdown of the SYNERGY-based SIS solution? Is there backup power generation capable of allowing ongoing operation of the SYNERGY-based SIS solution for protracted power outages?
- **Cable Routing** – Are there sufficient cable trays (either overhead or under raised flooring) to handle the cabling associated with the SYNERGY-based SIS solution?
- **Fire Protection** – Are there functioning smoke detectors for early warning of a developing fire? Are there fire suppression systems?
- **Security** – Is physical access to the data center adequately controlled?
- **Telecommunications Network** – What is the available capacity of routers and switches that transport traffic between servers and the outside world? What level of redundancy is built into the existing telecommunications infrastructure?
- **Data Center Management Tools** – What monitoring and management tools (software and/or hardware) are currently installed and in use in the client's data center?
- **Systems Administration Capacity** – What human resources are available to assist Edupoint in ongoing systems administration functions?
- **Disaster Recovery** – Is there a disaster recovery (aka business continuity) plan, and is it current and viable?

While in the final analysis the site survey must provide a definitive written answer to each of the above critical questions, the answer alone does not satisfy the requirements for the site survey. For each of the ten elements, documentation must either be secured or created that fully describes the current data center environment relative to each of the ten elements. This documentation will serve as the basis for the written analysis upon which the answer to each of the ten critical questions must be based.

Once the site survey is signed-off, a copy of the analysis and documentation must be secured by each party since it will serve not only as the foundation for Company's computing resources that will be installed in the data center, but also as the baseline for the resolution of future questions and/or disputes that may arise in the event system performance or reliability becomes an issue. Both parties must understand that neither party may unilaterally modify any element of the data center infrastructure, and that any modifications that are made by mutual agreement of both parties must be reflected in the baseline analysis and documentation.

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

DATE: April 13, 2020

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

THRU: Jennifer St. John
County Manager

FROM: Captain Ruben F. Fuentes, Badge No. 119 *1114*

SUBJECT: Request for authorization to approve Proclamations

RECOMMENDATION:

Recommend approval of Proclamation honoring all Administrative Professionals and Volunteers proclaiming the week of April 19-25, 2020 to be Administrative Professionals Week and National Volunteers Week.

BACKGROUND:

National Professional Administrative Week is always celebrated on the last full week of April each year honoring all secretaries, receptionist, administrative assistants and other support staff. National Volunteer Week is dedicated to recognize all volunteers for their loyal and faithful dedication to our community. National Volunteer Week and National Professional Administrative Week are both celebrate this year on April 19th -25th, 2020.

FINANCIAL IMPLICATIONS:

N/A

Cc: Sheriff
File

Proclamation
National Volunteer Week
April 19-25, 2020

WHEREAS, the entire community can effect a positive change with any volunteer action no matter how big or small; and

WHEREAS, millions of volunteers working in their communities utilize their time and talent daily to make a difference in the lives of children, adults and the elderly; and

WHEREAS, during the week, all over the nation, service projects will be performed and volunteers will be recognized for their commitment to service; and

WHEREAS, the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, our country's volunteer force is a great treasure; and

WHEREAS, volunteers are vital to our future as a caring and productive nation;

NOW, THEREFORE, the Board of Supervisors of Santa Cruz County, call upon all citizens of Santa Cruz County and upon all patriotic, civic, and educational organizations to observe the week of April 19 through 25, 2020 as "**NATIONAL VOLUNTEER WEEK**" commemorating Volunteers, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of Santa Cruz County to be affixed this 21st day of April, 2020.

Bruce Bracker, Chairman

Manuel Ruiz, Vice-Chairman

Rudy Molera, Member

Proclamation
Administrative Professional Week
April 19-25, 2020

WHEREAS, administrative professionals play an essential role in coordinating office operations for businesses, government, educational institutions and other organizations; and

WHEREAS, a well-trained workforce is essential for success in today's economy; and

WHEREAS, the work of administrative professionals requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities; and

WHEREAS, Administrative Professionals Week is observed annually in work places around the world to recognize the important contributions of administrative staff and is sponsored by the International Association of Administrative Professionals; and

WHEREAS, the State of Arizona joins the International Association of Administrative Professionals in *Honoring the Office Professionals Who Make Offices Work*; their efforts reflect the integral and central role that office professionals play in modern business;

NOW, THEREFORE, the Board of Supervisors of Santa Cruz County, call upon all citizens of Santa Cruz County and upon all patriotic, civic, and educational organizations to observe the week of April 19 through 25, 2020 as "**ADMINISTRATIVE PROFESSIONALS WEEK**" commemorating Administrative Professionals, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of Santa Cruz County to be affixed this 21st day of April, 2020.

Bruce Bracker, Chairman

Manuel Ruiz, Vice-Chairman

Rudy Molera, Member

MEMORANDUM

TO: Honorable Chairman and Members of the Board of Supervisors
FROM: Tara Hampton, Clerk of the Board/Elections Director
DATE: April 16, 2020
RE: 2018 Help America Vote Act (HAVA) Election Security Grant
CC: Jennifer St. John, County Manager

RECOMMENDATION: Staff recommends that the Board approve and accept the 2018 Help America Vote Act (HAVA) Election Security Grant, CFDA #90.404 from the US Election Assistance Commission, effective 03/23/2018 - 03/22/2023, in the amount of \$121,588.

BACKGROUND: In 2018, Congress authorized funding for the 2018 HAVA Election Security grant, pursuant to the Consolidated Appropriations Act, 2018 (Public Law 115-141). The State of Arizona was awarded \$7,463,675 with a state match share of \$373,184. Santa Cruz County has been awarded \$121,588, in which these monies are equally split between the Recorder's Office and Elections Department.

FINANCIAL IMPLICATIONS: There are no financial implications as this grant does not require a match by the County. This is a grant that has been awarded in the past; therefore, a fund has already been established.

PROPOSED MOTION: Motion to approve and accept the 2018 Help America Vote Act (HAVA) Election Security Grant, CFDA #90.404 from the US Election Assistance Commission, effective 03/23/2018 - 03/22/2023, in the amount of \$121,588.



NOTICE OF SUB-GRANT AWARD LETTER

March 30, 2020

Federal Sub-Grant: 2018 HAVA Election Security Grant

CFDA Number: 90.404

Agreement Number: AZ18101001

Federal Awarding Agency: US Election Assistance Commission

Project Period: 03/23/2018 – 03/22/2023

Fiscal Year Award: 2020

Award Amount: \$121,588.00

Sub-Grantee County: Santa Cruz County

Sub-Grantee Address: 2150 North Congress Drive, Nogales, Arizona 85621

The Arizona Secretary of State's Office is pleased to inform you that your county has been awarded a 2018 HAVA Election Security subgrant. This sub-grant is made on the basis of submitting an application and making expenditures that fall under the following HAVA guidelines:

- Replace voting equipment that only records a voter's intent electronically with equipment that utilizes a voter verified paper record;
- Implement a post-election audit system that provides a high level of confidence in the accuracy of the final vote tally;
- Upgrade election-related computer systems to address cyber vulnerabilities identified through Department of Homeland Security, or similar scans or assessments of, existing election systems;
- Facilitate cybersecurity training for the state chief election official's office and local election officials;
- Implement established cybersecurity best practices for election systems;
- Fund other activities that will improve the security of elections for Federal office.
- Complying with the requirements under title III;
- Improving the administration of elections for Federal office;
- Educating voters concerning voting procedures, voting rights, and voting technology;
- Training election officials, poll workers, and election volunteers;
- Developing the State plan for requirements payments to be submitted under part 1 of subtitle D of title II;

- Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes;
- Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing nonvisual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language;
- Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.

The sub-grant requirements are contained in the Code of Federal Regulations, 2 C.F.R. 200. Sub-grant recipients must follow all federal HAVA laws and any state applicable laws relating to grants.

Sub-grant recipients must also provide the Secretary of State's Office with invoices and payment receipts for any purchases within 30 days of purchase. If funds are not spent within 30 days, they must be placed in an interest-bearing account. Quarterly reports should be submitted if funds are not fully expended within 30 days, in which the reports shall include the interest earned, the amount spent and current balance, at minimum. Please refer to the sub-grant guidelines packet for further information and requirements.

By submitting an application with HAVA approved expenditures to the Secretary of State's Office, you are confirming your county's acceptance of this award. The award disbursement is contingent on Secretary of State's review and approval of your application.

Thank you,

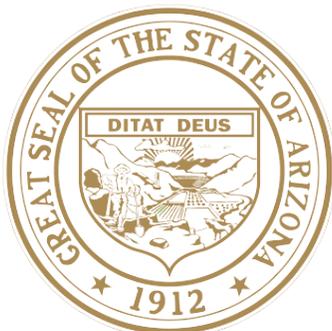
A handwritten signature in black ink, appearing to be 'KH', with a long horizontal flourish extending to the right.

Arizona Secretary of State
Katie Hobbs

2018 HAVA

Election Security Grant

Arizona Sub-Grant Guidelines



KATIE HOBBS
SECRETARY OF STATE

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What is the 2018 HAVA Election Security Grant?

In 2018, Congress authorized funding for the 2018 HAVA Election Security grant, pursuant to the Consolidated Appropriations Act, 2018 (Public Law 115-141). The State of Arizona was awarded \$7,463,675 with a state match share of \$373,184.

Important Dates

March 23, 2018	2018 HAVA Election Security Grant project period begins
April 17, 2018	Notice of Grant Award received by SOS
June 18, 2019	Joint Legislative Budget Committee (JLBC) approved SOS FY20 spending
March 23, 2020	Deadline to meet State's obligation to match funds
June 30, 2020	Deadline to distribute sub-grants for FY20
March 22, 2023	2018 HAVA Election Security Grant project period ends

Useful Links

2018 HAVA Election Security Grant Award Packet:

[https://www.eac.gov/assets/1/6/HAVA Election Security Final Award Packet 041718.pdf](https://www.eac.gov/assets/1/6/HAVA_Election_Security_Final_Award_Packet_041718.pdf)

Congressional Intent Regarding 2018 HAVA Election Security Grant:

https://www.eac.gov/assets/1/6/2018_HAVA_Funds_background.pdf

EAC Website: <https://www.eac.gov/>

EAC's Frequently Asked Questions (FAQS):

<https://www.eac.gov/payments-and-grants/frequently-asked-questions-for-grants/>

Help America Vote Act:

https://www.justice.gov/sites/default/files/crt/legacy/2010/12/15/pl252_107.pdf

Allowable and Unallowable Costs

Pursuant to Congressional intent under the Consolidated Appropriations Act, 2018 (Public Law 115-141), Counties **may expend** grant funds to do any of the following:

- Replace voting equipment that only records a voter's intent electronically with equipment that utilizes a voter verified paper record;
- Implement a post-election audit system that provides a high level of confidence in the accuracy of the final vote tally;
- Upgrade election-related computer systems to address cyber vulnerabilities identified through Department of Homeland Security, or similar scans or assessments of, existing election systems¹;
- Facilitate cybersecurity training for the state chief election official's office and local election officials;
- Implement established cybersecurity best practices for election systems;
- Fund other activities that will improve the security of elections for Federal office.

Counties **may also expend funds**, pursuant to Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) by:

- Complying with the requirements under [title III](#);
- Improving the administration of elections for Federal office;
- Educating voters concerning voting procedures, voting rights, and voting technology;
- Training election officials, poll workers, and election volunteers;
- [Developing the State plan for requirements payments to be submitted under part 1 of subtitle D of title II](#);
- Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes;
- Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing nonvisual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language;
- Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.

Counties **may not expend** funds:

- On projects that do not meet federal HAVA or state sub-recipient guidelines;
- On projects not approved by the SOS; or

¹ Use of a cyber security assessment method that is reviewed and signed off on by the Secretary of State's Information Security Officer would be preferred and accepted.

- To pay for general operating expenses.

Review Criteria

The 2018 HAVA sub-grant applications will be evaluated based on the following criteria:

- What is the project's intent and expected result?
- Does the project fall within at least one category of the federal HAVA expenditure guidelines?
- Does the County's project address election technology and/or election security needs? If not, does it enhance and/or improve elections in general?
- How does the County's project benefit voters in Federal elections?
- Was a clear and comprehensive explanation and plan for the project provided?

For security fortification sub-grant applications, there is additional criteria to evaluate based on the following:

- Has an election cybersecurity assessment been completed?
- Was the assessment method reviewed and signed off on by the Secretary of State's Information Security Officer?

Reporting and Monitoring Requirements

The SOS wants to ensure the State remains compliant with all federal and state laws regarding the 2018 HAVA Election Security Grant award. The SOS must submit annual financial reports to the Election Assistance Commission (EAC) until all awarded grant funds are expended. Due to potential federal audits, the SOS will require County sub-grant recipients to provide the following:

- Invoices and payment receipts for any purchases within 30 days of purchase.
- Quarterly reports if funds are not fully expended within 30 days.
 - The quarterly report must provide interest earned, the amount spent and current balance, at minimum.

Sub-Grant Administration Guidelines

Grant Guidance

The 2018 HAVA Election Security Grant funds were funded by the federal government to the State of Arizona. The SOS's Office will award sub-grants, in which sub-grant recipients must follow all federal HAVA laws and any state applicable laws relating to grants.

Timeframe to Request Funds

Funds may be requested between August 9, 2019 and June 30, 2020 for FY20. The SOS must seek approval from JLBC to appropriate any remaining funds for FY21.

Interest on Grant Funds

If funds are not expended within 30 days of receipt of the funds, the funds must be placed into an interest-bearing account. If any interest is earned and not spent on the SOS approved project, the interest must be returned to the SOS within 6 months of receiving the initial funds.

Security Fortification

JLBC approved a portion of the 2018 HAVA Election Security Grant funds for security fortification. Counties must complete an election cybersecurity assessment using a method that is signed off on by the Secretary of State's Information Security Officer in order to request this funding. After completion of the assessment, Counties may apply to the SOS for HAVA funding from the security fortification line item to implement remediation measures based on the assessment results.

Equipment Inventory Requirements

Sub-grant recipients must maintain inventory records of all property purchased with grant funds. Disposition of this property shall be in accordance with [2 CFR § 200.313](#).

Record Retention

Record retention is subject to [2 CFR §215.53](#).

Chart of Distribution Amounts to Each County

County	Base Minimum	Active Voters	Tier Level	Per Voter**	Total Amount Per Voter**	Total Amount to Counties**
Apache	\$100,000.00	50,320	2	\$0.60	\$30,192.00	\$130,192.00
Cochise	\$100,000.00	71,974	2	\$0.60	\$43,184.40	\$143,184.40
Coconino	\$100,000.00	84,308	2	\$0.60	\$50,584.80	\$150,584.80
Gila	\$100,000.00	30,092	1	\$0.75	\$22,569.00	\$122,569.00
Graham	\$100,000.00	18,273	1	\$0.75	\$13,704.75	\$113,704.75
Greenlee	\$100,000.00	4,609	1	\$0.75	\$3,456.75	\$103,456.75
La Paz	\$100,000.00	10,338	1	\$1.00	\$10,338.00	\$110,338.00
Maricopa	\$100,000.00	2,292,072	5	\$0.11	\$252,127.92	\$352,127.92
Mohave	\$100,000.00	119,168	3	\$0.50	\$59,584.00	\$159,584.00
Navajo	\$100,000.00	64,489	2	\$0.60	\$38,693.40	\$138,693.40
Pima	\$100,000.00	559,394	4	\$0.27	\$151,036.38	\$251,036.38
Pinal	\$100,000.00	206,164	3	\$0.50	\$103,082.00	\$203,082.00
Santa Cruz	\$100,000.00	28,784	1	\$0.75	\$21,588.00	\$121,588.00
Yavapai	\$100,000.00	143,337	3	\$0.50	\$71,668.50	\$171,668.50
Yuma	\$100,000.00	90,694	2	\$0.60	\$54,416.40	\$154,416.40
Totals	\$1,500,000.00	3,774,016			\$926,226.30	\$2,426,226.30

	Active Voters	Per Voter**
Tier 1	1 - 50,000	0.75
Tier 2	50,001 - 100,000	0.6
Tier 3	100,001 - 500,000	0.5
Tier 4	500,001 - 1,000,000	0.27
Tier 5	1,000,001+	0.11

MEMORANDUM

TO: Honorable Chairman and Members of the Board of Supervisors

FROM: Tara Hampton, Clerk of the Board/Elections Director

DATE: April 16, 2020

RE: 2018 Help America Vote Act (HAVA) Election Security Fortification Grant

CC: Jennifer St. John, County Manager

RECOMMENDATION: Staff recommends that the Board approve and accept the 2018 Help America Vote Act (HAVA) Election Security Fortification Grant, CFDA #90.404 from the US Election Assistance Commission for fiscal year 2020 in the amount of \$133,644.36.

BACKGROUND: The Arizona Secretary of State's Office offered counties the opportunity to apply for additional grant monies for election security fortification in order to upgrade election-related computer systems to address cyber vulnerabilities identified through Department of Homeland Security, or similar scans or assessments of, existing election systems. Santa Cruz County Recorder's Office and Elections Department submitted a total of seven (7) applications and has been awarded a 2018 HAVA Election Security subgrant in the amount of \$133,644.36.

FINANCIAL IMPLICATIONS: There are no financial implications as this grant does not require a match by the County.

PROPOSED MOTION: Motion to approve and accept the 2018 Help America Vote Act (HAVA) Election Security Fortification Grant, CFDA #90.404 from the US Election Assistance Commission for fiscal year 2020 in the amount of \$133,644.36.



NOTICE OF FORTIFICATION GRANT AWARD LETTER

April 6, 2020

Federal Fortification grant: 2018 HAVA Election Security Grant

CFDA Number: 90.404

Agreement Number: AZ18101001

Federal Awarding Agency: US Election Assistance Commission

Fiscal Year Award: 2020

Award Amount: \$133,644.36

Fortification grantee County: Santa Cruz

The Arizona Secretary of State's Office is pleased to inform you that your county has been awarded a 2018 HAVA Election Security subgrant. This fortification grant is made on the basis of submitting an application, reviewed and approved by the Secretary of State's office, and making expenditures that fall under the following HAVA guideline:

- Upgrade election-related computer systems to address cyber vulnerabilities identified through Department of Homeland Security, or similar scans or assessments of, existing election systems

The fortification grant requirements are contained in the Code of Federal Regulations, 2 C.F.R. 200. Fortification grant recipients must follow all federal HAVA laws and any state applicable laws relating to grants.

Fortification grant recipients must also provide the Secretary of State's Office with invoices and payment receipts for any purchases within 30 days of purchase. If funds are not spent within 30 days, they must be placed in an interest-bearing account. Quarterly reports should be submitted if funds are not fully expended within 30 days, in which the reports shall include the interest earned, the amount spent and current balance, at minimum. Please refer to the sub-grant guidelines packet for further information and requirements.

By submitting an application with HAVA approved expenditures to the Secretary of State's Office, you have confirmed your county's acceptance of this award. Thank you,

Arizona Secretary of State
Katie Hobbs

2018 HAVA FORTIFICATION SUB-GRANT APPLICATION



KATIE HOBBS
SECRETARY OF STATE

General Information Section:

County Name: Santa Cruz

County Recorder's Name: Suzanne "Suzie" Sainz

Work Address: 2150 N. Congress Dr., Suite 101, Nogales, AZ 85621

Direct Telephone Number: (520)375-7999

Direct Email: ssaniz@santacruzcountyz.gov

County Elections Director's Name: Tara Hampton

Work Address: 2150 N. Congress Dr., Suite 119, Nogales, AZ 85621

Direct Telephone Number: (520)375-7808

Direct Email: thampton@santacruzcountyz.gov

Secondary Information Section (County Contact for Sub-Grant Related Questions):

County Employee's Name: Tara Hampton

Direct Telephone Number: (520)375-7808

Direct Email: thampton@santacruzcountyz.gov

2018 HAVA FORTIFICATION SUB-GRANT APPLICATION



KATIE HOBBS
SECRETARY OF STATE

General Information Section:

County Name: Santa Cruz

County Recorder's Name: Suzanne "Suzie" Sainz

Work Address: 2150 N. Congress Dr., Suite 101, Nogales, AZ 85621

Direct Telephone Number: (520)375-7999

Direct Email: ssaniz@santacruzcountyz.gov

County Elections Director's Name: Tara Hampton

Work Address: 2150 N. Congress Dr., Suite 119, Nogales, AZ 85621

Direct Telephone Number: (520)375-7808

Direct Email: thampton@santacruzcountyz.gov

Secondary Information Section (County Contact for Sub-Grant Related Questions):

County Employee's Name: Tara Hampton

Direct Telephone Number: (520)375-7808

Direct Email: thampton@santacruzcountyz.gov

Technology Information Section:

County IT Representative's Name: Juan Balderas

IT Representative's Title: Director

IT Representative's Work Address: 2150 N. Congress Dr., Suite 117, Nogales, AZ 85621

IT Representative's Direct Telephone Number: (520)375-7790

IT Representative's Direct Email: jbalderas@santacruzcountyaz.gov

List of Recent Cybersecurity Assessments

#	Type of Assessment	Assessor	Date(s)
1	Critical Infrastructure	DHS	10/7/19
2	Information Security Risk Assessment	ACIP	9/19/19 - 11/29/19
3	Information Security Risk Assessment	ADOA/ASET	11/2019
4			
5			
6			
7			

Fortification List

Desired Product or Service #1

Description of product or service

BigFix Patch Implementation SOW

What is the cost of the product or service? \$9,600

What is the projected expenditure date? January 2020

What is the projected implementation date? January 2020

This product or service will help to resolve vulnerabilities found in listed assessment # 1-3

Who recommended this product or service as a solution to assessed vulnerabilities?
Santa Cruz County IT Director

Explain how this product or service will improve the county election security posture:

The product will be an add-on to HCL BigFix Patch.

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.

BigFix Patch Implementation SOW

For

ARIZONA
SANTA CRUZ COUNTY

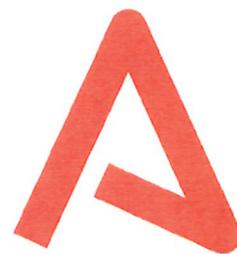
Birthplace of Arizona's History

Prepared by

Sean Williams

Marykay Michaels

October 8, 2019



alacrinet

1. Introduction

The intent of this Statement of Work (SOW) document is to estimate the scope of service to be performed by Alacrinet Consulting Services (Alacrinet) and Alacrinet's methodology of deploying and integrating BigFix into Santa Cruz County environment.

2. Technical Description

2.1 Overall Requirements, Goals, and Objectives

- Architecture Review and Installation Preparation
- Initial Deployment
- Patch Management
- Relay Structure
- Support/Training

3. Statement of Work

3.1 Scope

Alacrinet is pleased to present Santa Cruz County with the following BigFix deployment, customization and knowledge transfer estimate. The purpose of this statement of work is to describe a budgetary level of effort based on high-level requirements.

Note: This is a best estimate based on our knowledge of and exposure to the existing Santa Cruz County environments. Actual time and materials may vary based on additional requirements discovered during the project. Any additional requirements will be communicated to Santa Cruz County prior to deployment and must be approved in writing by Santa Cruz County.

3.2 Key Assumptions

This Statement of Work is based upon the following key assumptions:

1. Work Hours: Normal business hours are 8am–5pm, Monday through Friday unless changes are approved by the Alacrinet Project Manager and the client Project Manager.
2. Onsite work requires prior approval (at least two weeks). Remote work based on availability.
3. **This is a Time & Material Statement of Work.**
4. Master Operator, Domain Administrator level access is required

5. All SSH keys and digital certificates are managed by customer.
6. The customer is responsible for all software licensing and any required hardware to run the proposed solution.
7. Santa Cruz County is responsible for the participation of their staff. Failure to attend working sessions and/or provide prompt responses to inquiries can affect the success and timeline of the project.

3.2.1 Complete prior to the start of this SOW

- Remote VPN access is enabled and tested
- All required software components are downloaded and license keys are available
- All firewall rules are in place and tested
- All necessary hardware required to install the new version of the software
 - Server Build: 4 CPU, 16GB RAM
 - Storage – RHEL: 100 GB, Windows Server, 130GB
 - NOTE: If Windows is used instead of RHEL, customer will need to have SQL Standard/Enterprise installed and running before project initiation
- The necessary change control process and approval timeframes are understood

3.3 Product Installation List

This SOW covers the installation or use of the following software:

- BigFix Patch
 - Environment: 450 Workstations, 100 servers,

3.4 Project Management

Alacrinet will provide project management for the Alacrinet responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of Alacrinet project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

3.4.1 Planning

- Maintain project communications through your Project Lead.
- Establish documentation and procedural standards for deliverable Materials.

3.4.2 Project Tracking and Reporting

- Review project tasks, schedules, and resources and make changes or additions, as appropriate.
- Conduct regularly scheduled project status meetings.
- Report time spent on the project to your Project Lead.
- Administer the Project Change Control Procedure with your Project Lead.
- Coordinate and manage the technical activities of Alacrinet project personnel.

3.5 Alacrinet Responsibilities

The estimated time to complete the tasks in this SOW is 48 consulting man hours. This estimate is exclusive of travel expenses.

#	Task Description
1	Architecture Review and Installation Preparation
2	Initial Planning session for Deployment
3	Develop Relay map for BigFix Architecture
4	Review and Sign off on Build Design
5	Initial Deployment
6	Collect number of administrators and users of BigFix
7	Build out and install of root BigFix server(s) (RHEL or Windows)
8	Installation with updated client to all endpoints
9	Install all Relays from Design Sessions
10	BigFix Patch
11	Assist in build out of consoles groups and patching strategy
12	Run Production patch cycle of up to 50 endpoint on each Domain
13	Relay Structure
14	Effective relay distribution and failover configuration
15	Training (Three 2-hour remote training sessions)

4. Price Structure

Estimated Charges:	
BigFix Consultant (48 hours)	
Total Estimated Cost (48 Hours):	\$9,600.00

Pricing effective for 90 days after signing of SOW.

Hourly rate and additional hours = \$200.00 per hour

Any additional hours will be subject to approval from both Alacrinet and Santa Cruz County. Approval will be documented by either attached Project Change Request (**Appendix A**) or an agreed upon Santa Cruz County form.

This is a best estimate based on Alacrinet's knowledge and experience of the BigFix product and Santa Cruz County environment at the time of SOW development. Actual time and materials may vary based on additional requirements discovered during the deployment.

Fees shown above are exclusive of any travel and living expenses, exclusive of other reasonable expenses incurred in connection with the work and any applicable taxes.

Alacrinet will invoice Santa Cruz County bi-weekly for any pre-approved travel and living expenses, other reasonable expenses if incurred in connection with the work, and applicable taxes, if any and in accordance with the terms of the Agreement.

NOTE: Any scheduled remote working sessions must be cancelled within 24 hours of the start of the event to avoid charges.



Agreement

Authorization for this work proposed on October 8, 2019, between Alacrinet ("Alacrinet Consulting Service, Inc.") and Customer.

IN WITNESS WHEREOF, as of the Effective Date, duly authorized representatives of the Parties have executed this Agreement.

Santa Cruz County
62150 N. Congress Drive
Nogales, AZ 85621

Alacrinet Consulting Services
530 Lytton Ave., 2nd Floor
Palo Alto, CA 94301

(Authorized Signature)

(Authorized Signature)

(Print or Type Name of Signatory)

(Print or Type Name of Signatory)

(Title)

(Title)

(Execution Date)

(Execution Date)

Tax ID

TERMS OF PAYMENT

Invoices are to be paid within 30 days from receipt of invoice.



3. Project Change Request Form / Signatures

Project Name: _____

Project Manager: _____

I have reviewed the information contained in this Project Change Request Form and agree:

Name	Title	Signature	Date (MM/DD/YYYY)

The signatures above indicate an understanding of the purpose and content of this document by those signing it. By signing this document, they agree to this as the formal Project Change Request Form.



Technology Information Section:

County IT Representative's Name: Juan Balderas

IT Representative's Title: Director

IT Representative's Work Address: 2150 N. Congress Dr., Suite 117, Nogales, AZ 85621

IT Representative's Direct Telephone Number: (520)375-7790

IT Representative's Direct Email: jbalderas@santacruzcountyaz.gov

List of Recent Cybersecurity Assessments

#	Type of Assessment	Assessor	Date(s)
1	Critical Infrastructure	DHS	10/7/19
2			
3			
4			
5			
6			
7			

Fortification List

Desired Product or Service #1

Description of product or service

Back-up EMS

What is the cost of the product or service? \$3,417

What is the projected expenditure date? January 2020

What is the projected implementation date? January 2020

This product or service will help to resolve vulnerabilities found in listed assessment # 1-3

Who recommended this product or service as a solution to assessed vulnerabilities?

Department of Homeland Security

Explain how this product or service will improve the county election security posture:

The product will allow for the Elections Department to have a EMS back-up should there

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.

Tara Hampton

From: Clark, Dan <dlclark@essvote.com>
Sent: Monday, October 21, 2019 2:05 PM
To: Tara Hampton
Cc: Dos Santos, Margaret
Subject: RE: Quote for Back-up EMS

Hi Tara,

The annual 3-year lease price would be \$1,139.00 per year.

Let me know if you need anything else or how you would like to proceed.

Thank you.

Daniel Clark | Regional Sales Manager

C: 402.578.4641

dlclark@essvote.com

From: Tara Hampton <THampton@santacruzcountyaz.gov>
Sent: Friday, October 18, 2019 12:05 PM
To: Clark, Dan <dlclark@essvote.com>
Cc: Dos Santos, Margaret <mmdossantos@essvote.com>
Subject: RE: Quote for Back-up EMS

Good morning Dan,

Thank you for the information. I would be looking to put this in place after the November election. However; I need you to also provide me with a lease quote since that is what my county manager prefers for certain equipment.

Tara R. Hampton
Clerk of the Board & Elections Director
(520)375.7808
thampton@santacruzcountyaz.gov



From: Clark, Dan <dlclark@essvote.com>
Sent: Friday, October 18, 2019 6:36 AM
To: Tara Hampton <THampton@santacruzcountyaz.gov>
Cc: Dos Santos, Margaret <mmdossantos@essvote.com>
Subject: RE: Quote for Back-up EMS

Good Morning Tara,

2018 HAVA FORTIFICATION SUB-GRANT APPLICATION



KATIE HOBBS
SECRETARY OF STATE

General Information Section:

County Name: Santa Cruz

County Recorder's Name: Suzanne "Suzie" Sainz

Work Address: 2150 N. Congress Dr., Suite 101, Nogales, AZ 85621

Direct Telephone Number: (520)375-7999

Direct Email: ssaniz@santacruzcountyz.gov

County Elections Director's Name: Tara Hampton

Work Address: 2150 N. Congress Dr., Suite 119, Nogales, AZ 85621

Direct Telephone Number: (520)375-7808

Direct Email: thampton@santacruzcountyz.gov

Secondary Information Section (County Contact for Sub-Grant Related Questions):

County Employee's Name: Tara Hampton

Direct Telephone Number: (520)375-7808

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2	Information Security Risk Assessment	ACIP	9/19/19 - 11/29/19
3	Information Security Risk Assessment	ADOA/ASET	11/2019
4			
5			
6			
7			

Fortification List

Desired Product or Service #1

Description of product or service

HCL BigFix Patch

What is the cost of the product or service? \$6,842

What is the projected expenditure date? January 2020

What is the projected implementation date? January 2020

This product or service will help to resolve vulnerabilities found in listed assessment # 1-3

Who recommended this product or service as a solution to assessed vulnerabilities?
Santa Cruz County IT Director

Explain how this product or service will improve the county election security posture:

The product will real-time visibility and enforcement to deploy and manage patches to all.

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.

HCL BigFix Patch

For

SANTA CRUZ COUNTY

Birthplace of Arizona's History

Prepared by
Sean Williams

October 7, 2019

Rev. 1



alacrinet

HCL BigFix Patch

Automated patch management to help reduce patch cycle times from days and weeks to hours or minutes

HCL BigFix Patch provides an automated, simplified patching process that is administered from a single console. It provides real-time visibility and enforcement to deploy and manage patches to all endpoints – on and off the corporate network.

Clients have reported seeing more than 98 percent first-pass patch success rates. The solution not only increases the effectiveness of the patch process, but it cuts operational costs and reduces patch cycle times.

Product Details

Provides automated patch management to hundreds of thousands of endpoints

- Patches 90+ OS types and versions including Microsoft Windows, UNIX, Linux and Mac operating systems.
- Delivers patches to endpoints for third-party applications from vendors including Adobe, Mozilla, Apple and Java, along with customer-supplied patches.
- Supports a variety of endpoints. These include servers, notebooks, desktops and specialized equipment such as point-of-sale (POS) devices, ATMs and self-service kiosks.
- Supports patching of online and offline virtual machines, including roaming devices using Internet connections so that virtual and cloud environments have the same level of security as physical systems.
- Can support up to 250,000 endpoints from a single management server.

Applies only the correct patches

- Creates patch policies using HCL Fixlet® messages, which wrap the update with policy information such as patch dependencies, applicable systems and severity level.
- Uses an intelligent agent on every endpoint to enforce and assess patch compliance. It recognizes which patches are required for that machine, then automatically retrieves and applies the needed updates.
- Deploys patches more efficiently, even over low-bandwidth or globally distributed networks.

Gives you greater visibility into patch compliance



- Automatically assesses the endpoint status once a patch is deployed.
- Confirms successful installation and updates the management server. This step supports compliance requirements, which require definitive proof of patch installation.
- Helps to establish, document and prove compliance with patch management processes. Supports compliance with government regulations, service level agreements (SLAs) and corporate policies.
- Provides proof of continuous compliance, which can help you pass audits and comply with regulations.
- Can enforce policies and help you quickly report on compliance to improve your organization's audit readiness.

Provides real-time visibility and control

- Provides integrated web reporting. This allows users, administrators, executives, management and others to view dashboards and receive reports showing patch management progress in real time.
- Indicates which patches were deployed, when they were deployed, who deployed them and to which endpoints.
- Uses the intelligent agents to continuously monitor endpoint states, including patch levels, and reports them to a management server.
- Compares endpoint compliance against defined policies, such as mandatory patch levels.

Proactively reduces security risk

- Allows you to create reports showing which endpoints need updates, and then distribute those updates within minutes.
- Allows IT administrators to safely and rapidly patch Windows, Linux, UNIX and Mac operating systems with no domain-specific knowledge or expertise.
- Automatically remediates problems related to previously applied patches.



Price Structure

- Pricing Subject to HCL Approval.
- Pricing Valid thru 11/4/19.

#	Part #	Description	Qty	Unit	Total
1	D0HSRLL	IBM BigFix Patch Client Device License + SW Subscription & Support 12 Months	450	\$5.96	\$2,682.00
2	D11U5LL	IBM BigFix Patch Managed Virtual Server Lic + SW S&S 12 Mo	100	\$41.60	\$4,160.00
				Total Price	\$6,842.00



Agreement

Authorization for this work proposed on October 7, 2019, between Alacrinet ("Alacrinet Consulting Service, Inc.") and Customer.

IN WITNESS WHEREOF, as of the Effective Date, duly authorized representatives of the Parties have executed this Agreement.

Santa Cruz County
62150 N. Congress Drive
Nogales, AZ 85621

Alacrinet Consulting Services
530 Lytton Ave., 2nd Floor
Palo Alto, CA 94301

(Authorized Signature)

(Authorized Signature)

(Print or Type Name of Signatory)

(Print or Type Name of Signatory)

(Title)

(Title)

(Execution Date)

(Execution Date)

Tax ID

TERMS OF PAYMENT

Invoices are to be paid within 30 days from receipt of invoice.



2018 HAVA FORTIFICATION SUB-GRANT APPLICATION



KATIE HOBBS
SECRETARY OF STATE

General Information Section:

County Name: Santa Cruz

County Recorder's Name: Suzanne "Suzie" Sainz

Work Address: 2150 N. Congress Dr., Suite 101, Nogales, AZ 85621

Direct Telephone Number: (520)375-7999

Direct Email: ssaniz@santacruzcountyz.gov

County Elections Director's Name: Tara Hampton

Work Address: 2150 N. Congress Dr., Suite 119, Nogales, AZ 85621

Direct Telephone Number: (520)375-7808

Direct Email: thampton@santacruzcountyz.gov

Secondary Information Section (County Contact for Sub-Grant Related Questions):

County Employee's Name: Tara Hampton

Direct Telephone Number: (520)375-7808

Direct Email: thampton@santacruzcountyz.gov

Technology Information Section:

County IT Representative's Name: Juan Balderas

IT Representative's Title: Director

IT Representative's Work Address: 2150 N. Congress Dr., Suite 117, Nogales, AZ 85621

IT Representative's Direct Telephone Number: (520)375-7790

IT Representative's Direct Email: jbalderas@santacruzcountyz.gov

List of Recent Cybersecurity Assessments

#	Type of Assessment	Assessor	Date(s)
1	Critical Infrastructure	DHS	10/7/19
2	Information Security Risk Assessment	ACIP	9/19/19 - 11/29/19
3	Information Security Risk Assessment	ADOA/ASET	11/2019
4			
5			
6			
7			

Fortification List

Desired Product or Service #1

Description of product or service

Tenable Subscription

What is the cost of the product or service? \$54,826.36

What is the projected expenditure date? January 2020

What is the projected implementation date? January 2020

This product or service will help to resolve vulnerabilities found in listed assessment # 1-3

Who recommended this product or service as a solution to assessed vulnerabilities?

Santa Cruz County IT Director

Explain how this product or service will improve the county election security posture:

The product will be an add-on to the Cisco Umbrella Solution.

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.



QUOTE CONFIRMATION

DEAR DAVID DEMAREST,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KZNT136	10/25/2019	KZNT136	4635078	\$54,826.36

IMPORTANT - PLEASE READ
Special Instructions: 3-Year Tenable Quote

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Tenable.io Vulnerability Management - subscription license (1 year) - 1 ass Mfg. Part#: TIO-VM-500-3Y UNSPSC: 43233205 TENABLE.IO VULNERABILITY MGMT SVCS LICs PER ASSET Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	5607829	\$30,142.22	\$30,142.22
TENABLE QUICK START SVC Mfg. Part#: QSS-RMT-TIO-VM QUICK START FOR TENABLE.IO VM SVCS REMOTE IMPLEMENTATION Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	4496590	\$5,940.00	\$5,940.00
TENABLE 2-DAY VIRTUAL SEAT IO ASSET Mfg. Part#: TRG-VCS-TIO-VM 2DAY VIRTUAL SEAT IO ASSET & VMCLAS TRAINING Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	4530263	\$1,979.98	\$1,979.98
TENABLE.IO VM CONTAINER STD Mfg. Part#: TIOVM-STNDC TENABLE.IO VM CONTAINER STD SVCS TENABLE.IO VM CONTAINER Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	1	5672631	\$0.01	\$0.01
TENABLE LUMIN CYBER EXPR PTFM SUB 3Y Mfg. Part#: TLUM-500 LUMIN CYBER EXPOSURE PLATFORM SLIC ANNUAL SUB Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	5797702	\$13,860.00	\$13,860.00

PURCHASER BILLING INFO	SUBTOTAL	\$51,922.21
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Billing Address: COUNTY OF SANTA CRUZ 2150 N CONGRESS DR STE 117 NOGALES, AZ 85621-1090 Phone: (520) 761-7800 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$2,904.15
	GRAND TOTAL	\$54,826.36
DELIVER TO Shipping Address: COUNTY OF SANTA CRUZ CLAUDIO PUIG 2160 N CONGRESS DR STE 2300 NOGALES, AZ 85621-1090 Shipping Method: ELECTRONIC DISTRIBUTION	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Mike Garza		(877) 380-7584		mikgarz@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

2018 HAVA FORTIFICATION SUB-GRANT APPLICATION



KATIE HOBBS
SECRETARY OF STATE

General Information Section:

County Name: Santa Cruz

County Recorder's Name: Suzanne "Suzie" Sainz

Work Address: 2150 N. Congress Dr., Suite 101, Nogales, AZ 85621

Direct Telephone Number: (520)375-7999

Direct Email: ssaniz@santacruzcountyz.gov

County Elections Director's Name: Tara Hampton

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1	Critical Infrastructure	DHS	10/7/19
2			
3			
4			
5			
6			
7			

Fortification List

Desired Product or Service #1

Description of product or service

Access Control in offices

What is the cost of the product or service? \$9,980

What is the projected expenditure date? January 2020

What is the projected implementation date? January 2020

This product or service will help to resolve vulnerabilities found in listed assessment # 1

Who recommended this product or service as a solution to assessed vulnerabilities?
Department of Homeland Security

Explain how this product or service will improve the county election security posture:

The product will allow badge access to only those employees who should/need to enter

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.



Commercial Fire Protection

Corporate Headquarters | 4340 Von Karman Ave Suite 300 | Newport Beach, CA 92660
Southern California Training Center | 360 Goddard | Irvine, CA 92618
San Francisco/Bay Area | 7940 Capwell Drive | Oakland, CA 94621
Nevada | 3773 Howard Hughes Pkwy Suite 500S | Las Vegas, NV 89169
Washington | 208 Park Ave | Renton, WA 98057
Oregon | 8536 SW Saint Helens Drive Suite B | Wilsonville, OR 97070

CA# C10/C16 925234 24 Hour: 888.308.FIRE (3473) NV# C41 77592 Limit: unlimited

August 16, 2019

Mr. David Demarest
Santa Cruz County IT Department
2150 N Congress
Nogalas, AZ 85621

Dear David,

Below is our quote to install Access Control in offices 101, 104, 107 and 109.

Price: \$9,980.00

Includes:

Office 101: 3 Buzz In buttons, One (1) card reader, One (1) electric strike
Office 104: 9 Buzz In buttons, One (1) card reader, One (1) electric strike
Office 107: One (1) card reader, One (1) electric strike
Office 109: One (1) card reader, One (1) electric strike
1 – 4 Door NXT Controller (located in server room by 101)
4 – Relay Modules
4 – Farpoint readers
Power Supply, Wire, Installation

Totals:

12 – Holdup Buttons (buzz in) \$22.50 each - \$270.00
1 – 4 Door NXT Controller – 1693.80
4 – Readers (P300H) – \$135.38 each – \$541.50
4 – Relay Modules - \$62.25 each - \$249.00
2 – Mortise Strikes - \$400.05 each - \$800.10
2 – Electric Strikes - \$90.00 each - \$180
1 – Power Supply – \$300.00
Trip Charge – 6 @ \$50.00
Balance is Labor, Wire, Misc Hardware

If you would like to proceed with the installation, please give me a call at 623-755-1917

Respectfully submitted,

Shawn D Grusecki

2018 HAVA FORTIFICATION SUB-GRANT APPLICATION



KATIE HOBBS
SECRETARY OF STATE

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County Recorder's Name: Suzanne "Suzie" Sainz

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4			
5			
6			
7			

Fortification List

Desired Product or Service #1

Description of product or service

Cisco Umbrella Solution

What is the cost of the product or service? \$48,620

What is the projected expenditure date? December 2019

What is the projected implementation date? December 2018

This product or service will help to resolve vulnerabilities found in listed assessment # 1-3

Who recommended this product or service as a solution to assessed vulnerabilities?

Santa Cruz County IT Director

Explain how this product or service will improve the county election security posture:

The product has been tested by the county and it has already been able to recognize +

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.



Santa Cruz County
Quote - Cisco Umbrella Solution - 3-year

Presented By:
 Gerry Clancy
 Sr Sales Executive
 Sentinel Technologies, Inc.
 1-480-897-5934
 gclancy@sentinel.com

Architect:
 Tim Rabe
 Sr. Solutions Architect
 Sentinel Technologies, Inc.
 1-480-897-5971
 trabe@sentinel.com

Contract Number: NCPA-Synnex Contract #01-97

Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancellation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

		Extended Price
Cisco Umbrella	\$	41,270.00
	<hr/>	<hr/>
Subscriptions Total	\$	41,270.00

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Solution Subscriptions	\$	41,270.00
Professional Services	\$	7,350.00
	<hr/>	<hr/>
Project Total	\$	48,620.00

*Quote is valid until 11/29/2019

Plus applicable tax, shipping & handling



Santa Cruz County



Cisco Umbrella						
Description	Qty	Unit Price	Ext Price	Initial Term	Billing Model	Renewal Term
Umbrella Cloud Security Subscription						
Umbrella Cloud Security Subscription	1	\$ -	\$ -	36 Months	Prepay	12 Months
Umbrella Insights	400	\$ 83.34	\$ 33,336.00	36 Months	Prepay	12 Months
Umbrella Support - Gold	1	\$ 7,934.00	\$ 7,934.00	36 Months	Prepay	12 Months
Initial Term Subscriptions Sub-Total:						\$41,270.00

2018 HAVA FORTIFICATION SUB-GRANT APPLICATION



KATIE HOBBS
SECRETARY OF STATE

General Information Section:

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County Recorder's Name: Suzanne "Suzie" Sainz

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5			
6			
7			

Fortification List

Desired Product or Service #1

Description of product or service

Magewell Ultra Stream HDMI

What is the cost of the product or service? \$359.00

What is the projected expenditure date? January 2020

What is the projected implementation date? January 2020

This product or service will help to resolve vulnerabilities found in listed assessment # 1-3

Who recommended this product or service as a solution to assessed vulnerabilities?

Department of Homeland Security

Explain how this product or service will improve the county election security posture:

The product will allow for the Elections Department to have compact, standalone device.

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.



66 Wellesley Dr.
 Pleasant Ridge, MI 48069-1243
 USA
 (844) 2-STREAM / (248) 833-0060

Invoice

Date	Invoice #
11/18/2019	7076

Bill To
Santa Cruz County AZ 2150 N. Congress Drive, STE 118 Nogales, AZ 85621

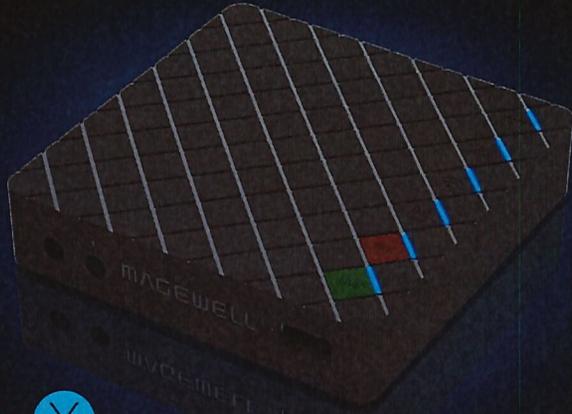
Ship To
Santa Cruz County AZ 2150 N. Congress Drive, STE 117 Nogales, AZ 85621

P.O. No.	Terms	Due Date	Account #	Project
	Net 30	12/18/2019	002-00701	

Qty	Description	U/M	Rate	Amount
1	Magewell Ultra Stream HDMI - Standalone box for recording and streaming, 1-channel HDMI with loop-through out, plus extra audio mic in/out P/N 53010		359.00	359.00T
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total	\$359.00
--------------	-----------------

Payments by credit card will be charged a 3% processing fee.



MAGEWELL™
Digital Video Essentials

Ultra Stream HDMI

Part Number: 53010

Making streaming remarkably easy

Android | Apple | Twitch | YouTube | Facebook

Windows | Linux | 4K 4:2:0 HDMI Input | H.264 Codec Recording | Custom Servers RTMP Streaming | Standalone No PC Needed

Easy to Use

- Compact, standalone device
- Smartphone-based (iOS or Android) configuration and control plus on-unit buttons
- Wired and wireless (Wi-Fi®) connectivity
- HDMI loop-through for displays
- Analog mic input and headphone output

Flexible Streaming & Recording

- Stream & record at up to 1920x1080p60
- Stream to one or multiple popular platforms including Twitch, YouTube, Facebook Live
- Stream to custom-specified RTMP servers
- Record MP4 files to a USB flash drive or the associated smartphone
- Record footage to embedded storage in loop for previewing and downloading

Versatile Input Compatibility

- HDMI input interface
- Maximum input resolution up to 4096x2160p60 (4:2:0)
- Automatic input format detection
- Supports both interlaced and progressive input signals

Powerful Video Processing

- High-quality H.264 video and AAC audio codecs
- Up/down scaling and de-interlacing for streaming and recording
- Two different encoding profiles can be used simultaneously for streaming

Want to Learn More?

 www.magewell.com

 sales@magewell.com

BOND FOR ISSUANCE FOR DUPLICATE WARRANT

Know all men these presents that the payee undersigned was issued warrant number 4-662157 on the Treasurer of Santa Cruz County in the amount of \$ 1402.40, dated on or about 11/25, 20 2019 and that said warrant has been irretrievably lost or destroyed, and that (she/he) and (her/his) surety undersigned are held and firmly bond unto Santa Cruz County in double the above amount, for he payment of which each binds himself, his successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is that if a duplicate warrant is issued upon the above representations, now if Santa Cruz County and all other persons whomsoever are saved from all damages by reason of such issuance, then this obligation will be void, otherwise to remain in full force and effect.

Signed, executed, and delivered at Santa Cruz Valley USD #37, this 31st day of March, 2020.

Payee: BSN Sports

Address: P. O Box 1060776
Dallas, TX 75266

Surety: Blanca Lizarraga for Santa Cruz
Valley USD #37

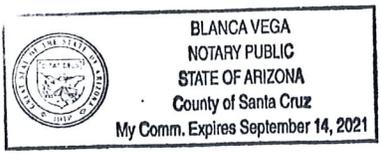
Address: 1374 W. Frontage Rd
Rio Rico, AZ 85648

STATE OF ARIZONA)
) ss.
COUNTY OF SANTA CRUZ)

On the 31st day of March, 20 20, before me the undersigned notary public, personally appeared the payee Blanca Lizarraga, and the surety, Blanca Lizarraga, each of whom acknowledged that (s)he executed the foregoing bond.

[Signature]
Notary Public

My Commission Expires:
September 14, 2021



This portion to be filled in as to the surety only and not to the payee

STATE OF ARIZONA)
) ss.
COUNTY OF SANTA CRUZ)

The undersigned surety being first duly sworn, deposes and may, each for herself/himself, that (s)he is surety on the foregoing bond and has unencumbered assets exempt from execution worth at least double the amount of the face value of the duplicated warrant for issuance of which the foregoing bond was given.

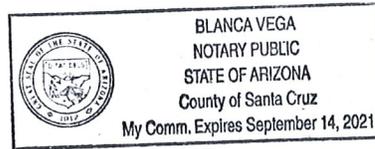
Surety: Blanca Lanna (fa)
Santa Cruz Valley USD #35
1374 W. Frontage Rd Rio Rico AZ

Subscribed and sworn to before me this 31st day of March, 2020

Blanca Vega

Notary Public

My Commission Expires: September 14, 2021



Approved as to form: _____(date)

County Attorney (Deputy)

NOTE: A STOP PAYMENT ORDER MUST BE GIVEN TO THE COUNTY TREASURER BEFORE THE NEW WARRANT CAN BE ISSUED

FOR THE CLERK OF THE BOARD OF SUPERVISORS

According to the minutes of the Board of Supervisors of Santa Cruz County, _____, 20____, it appears to the satisfaction of the Board that the warrant has been lost or destroyed, and there is no reasonable probability of its being found or presented, and the surety on the foregoing bond was approved and the duplicated warrant was ordered issued.

Clerk of the Board of Supervisors
Santa Cruz County



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

PUBLIC NOTICE OF MEETING

Notice is hereby given, pursuant to A.R.S. 38-431.02, that the Board of Supervisors of Santa Cruz County, State of Arizona, will hold a **REGULAR MEETING** at **9:30 a.m.**, on **Tuesday, April 21st, 2020** at the Santa Cruz County Complex, 2150 N. Congress Drive, Room 120, Nogales, Arizona.

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

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

Per the most recent guidelines from the federal government that no more than 10 people should be gathered in a room at the same time, the public will not be allowed in the Board Chambers.

Members of the public may call and listen to the meeting by following these steps:

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

All incoming calls for the meeting will be muted.

If you would like to speak during Call to the Public please take the following actions:

1. Email Tara Hampton at thampton@santacruzcountyaz.gov
2. Identify the Board of Supervisors' meeting date, the agenda item # and title.
3. Name & Telephone Number
4. Comments or questions should be sent and received by no later than April 20, 2020 at 5:00PM for the April 21, 2020 Regular Board meeting.
5. In order to make a comment during Call to the Public, please dial *9, which will indicate you want to speak.

To obtain a copy of the agenda go to <https://www.santacruzcountyaz.gov/AgendaCenter>.

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

Dated this 15th day of April, 2020.

Tara R. Hampton, Clerk
Board of Supervisors



Board of Supervisors

Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AMENDED II 4/20/2020

A G E N D A

April 21, 2020 at 9:30 a.m.
Santa Cruz County Complex
2150 N. Congress Drive, Room 120
Nogales, AZ 85621

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A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. ADOPTION OF AGENDA

C. CALL TO THE PUBLIC:

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

D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

F. EXECUTIVE SESSION

1. Pursuant to A.R.S. § 38-431.03(A)(3) and (4), discussion and consultation with attorney for legal advice and direction regarding settlement of Santa Cruz County versus Gamas and Olmos. (Req: County Manager)

G. FLOOD CONTROL

ACTION TAKEN

1. Discussion/possible action to approve the Board of Directors of the Santa Cruz County Flood Control District to accept the donation of a parcel of land (105-20-005) to the District (Req: Floodplain Administration) [approved](#)

H. ACTION ITEMS

1. Discussion/possible action to approve the re-appointment of Marcelino Varona as a Planning and Zoning Commissioner for District 1 (Req: Vice-Chairman Ruiz) [approved](#)
2. Discussion/possible action to approve the Edupoint Software License Agreement made between Edupoint Educational Systems, LLC and Santa Cruz County Juvenile Detention Center for a 1-year term in the amount of \$4,816 (Req: School Superintendent) [approved](#)
3. Discussion/possible action to approve Proclamations designating April 19th through April 25th, 2020 as Administrative Professionals Week and National Volunteers Week (Req: Sheriff) [approved](#)
4. Discussion/possible action to accept the 2018 Help America Vote Act (HAVA) Election Security Grant, CFDA #90.404 from the US Election Assistance Commission, effective 03/23/2018 - 03/22/2023, in the amount of \$121,588 (Req: Elections) [approved](#)
5. Discussion/possible action to accept the 2018 Help America Vote Act (HAVA) Election Security Fortification Grant, CFDA #90.404 from the US Election Assistance Commission for fiscal year 2020 in the amount of \$133,644.36 (Req: Elections) [approved](#)
6. Discussion/possible action to approve Bond for Duplicate Warrant # 4-662157 in the amount of \$1,402.40 dated 11/25/19, payable to BSN Sports (Req: Clerk) [approved](#)
7. Monthly Reports [approved](#)
8. Demands [approved](#)
9. Approval of Minutes: 10/17/2018, 03/18/2020 & 04/07/2020 [approved](#)
10. Discussion/possible action to instruct Counsel regarding the Board of Supervisors position with regards to litigation in Santa Cruz County versus Gamas and Olmas. (Req: County Manager) [approved](#)

I. ADJOURNMENT

Posted: 4/20/2020 at 9:10 a.m. by LT

Tara R. Hampton, Clerk of the Board

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