IMPORTANT NOTICE!!!

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

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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 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

   Documents:

   07-21-20 AMENDED.PDF

2. 9:30 A.M. DOCUMENTATION (26.7MB)

   Documents:

   07-21-20.PDF

Board of Supervisors
Santa Cruz County

MANUEL RUIZ
District 1

RUDY MOLERA
District 2

BRUCE BRACKER
District 3

AMENDED 7/20/2020
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, July 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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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 20th day of July, 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 7/20/2020

AGENDA

July 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:

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D. CURRENT EVENTS

1. Board of Supervisors
2. Manager

E. DEPARTMENT REPORTS AND ACTIVITIES

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

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2. Monthly Report from City of Nogales
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ACTION TAKEN

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    b. 103-24-064 – Arthur Burdon Ocheltree, Resolution No. 55876 _____
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13. Monthly Reports _____
14. Demands _____
15. Approval of Minutes: 06/16/2020 & 06/23/2020 _____

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Posted: 07/20/2020 at 9:20 a.m. by LT
Tara R. Hampton, Clerk of the Board

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Santa Cruz County

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Dated this 16th day of July, 2020.

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Board of Supervisors

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Back to Agenda

Jesus J. Valdez, P.E.
General Manager

FLOOD CONTROL DISTRICT
AND
FLOODPLAIN ADMINISTRATION

SANTA CRUZ COUNTY

Project Report
By John Hays

June 3rd, 2020, through July 7th, 2020

1. During the month of June, 2020, the ALERT System between 0.00 and approximately 0.90 inches of rain fell. There is an issue with getting the reports from the system due to a problem with an update. Will provide more accurate info when available.

2. The Arizona Division of Emergency Management approached Staff regarding submitting the Ephraim Canyon Project as a special Pre-Disaster Mitigation Project with federal matching funds of up to ten million dollars for this year's grant cycle as the one special project for increasing community resilience to disaster. The application has been submitted to the State of Arizona, who has approved it and moved it on to FEMA for consideration. Staff received communication from the Arizona Department of Emergency Management that the project has been moved to the next phase of consideration, and to expect a meeting in the next month and a half to be set up with FEMA for a review of environmental and historic preservation considerations.

3. Staff is investigating the possibility of a Flood Mitigation Management Plan to address flooding issues along the Santa Cruz River Corridor. The project was approved by the Board on March 21, 2018, and the notice to proceed has been issued. Remapping of the Kino Springs Area, Caralampi Wash and Calabasas Wash are scheduled for Fiscal Year 2019-20. As is design work for projects to address issues at Bodega Drive and along Puerto Canyon. Notices to Proceed for the remapping were issued on August 22, 2019. As of January 6, 2020, all three Letters of Map Revision were submitted. With luck the maps could be changed as early as 5 to 8 months from now, with a worst case time line of 17 months. FEMA is requesting additional data for the reviews.

4. District Staff is working with ADWR and FEMA to make the additions and changes to the Ordinance. The draft was reviewed by the County Attorney's office and the State. The State asked for some additional corrections, mostly grammatical and to reflect recent chances in references for the State Statutes. Those changes have been made and resubmitted to the State and County Attorney's office for final review. Meetings were held June 4th (Sonoita and Nogales) and 6th (Tubac and Rio Rico), on in the afternoon, and the other in the evening. Additionally, Staff meet with the Santa Cruz Real Estate Association and presented on the changes to the group on June 27th. Staff has also reached out to give a presentation to City of Nogales Staff and Elected Officials and is waiting to hear back on a date and time. Staff has contracted with WLB to provide a

275 Rio Rico Drive Rio Rico, Arizona 85648 (520) 375-7830 Fax (520) 375-7846 TDD (520) 761-7816

comparison of the Draft Ordinance to the existing ordinance and the State Minimum Ordinance to better demonstrate the changes being made. The review is also looking at what affects will happen to our Community Rating System standing. The review has been received and is being considered by Staff.

5. Staff received one (1) Site Review Application, from the City of Nogales.

6. District Staff received seven (7) Floodplain Use Permit applications. Three (3) of the applications was located within the City of Nogales.

7. Staff has reviewed one hundred twenty-three (123) properties for floodplain status. Two (2) from the Town of Patagonia. Twenty-nine (29) of the requests were from the City of Nogales.

8. Staff received no (0) drainage complaints.

9. The Town of Patagonia had no report when this report was compiled.

10. The City of Nogales had no report when this report was compiled.

Back to Agenda

OFFICE OF THE SHERIFF
OF SANTA CRUZ COUNTY

TONY ESTRADA
SHERIFF

RUBEN F. FUENTES
CAPTAIN

MEMORANDUM

TO: Santa Cruz County Board of Supervisors

FROM: Captain Ruben F. Fuentes, Badge No. 119 RFF119

DATE: July 13, 2020

CC: Jennifer St. John, County Manager

RE: Renewal of Direct TV Contract

RECOMMENDATION: Staff recommends that the Board approve and enter into an updated contract for Direct TV services through Integra Systems Corporation.

BACKGROUND: Direct TV will provide satellite entertainment and service to the Santa Cruz County Adult Detention facility. The Agreement will provide 24 drops to the buildings and channel programing is authorized by the Santa Cruz County Detention Center Jail Commander. This contract is an update of the current service and will include the upgrade of the existing equipment.

The Agreement has been reviewed and approved by the County Attorney's Office.

FINANCIAL IMPLICATIONS: The monthly services of $205.44 are part of the Jail District Annual budget.

PROPOSED MOTION:. Move to approve the contract between Integra System Corporation and Santa Cruz County for satellite services provided to Santa Cruz County Adult and Juvenile Detention Center.

CC: Sheriff Tony Estrada
File

Back to Agenda

DIRECTV Dealer Checklist for Contracts

This checklist must be submitted as the cover page for all contracts submitted through *SalesForce.com*.

Date: 06/30/2020

PROPERTY INFORMATION

Property Name: Santa Cruz County Sheriff's Office

Property Owner/Manager Contact Name: Aida Rodriguez

Email: arodriguez@santacruzcountyaz.gov Phone: _____

Contact Name for Installation: Aida Rodriguez Installation Contact Phone: _____

Contact Email for Installation: _____ Equipment Type:

Billing Contact Name:* _____

Billing Contact Email: _____ Billing Contact Phone: _____

*Not required if billing under third-party dealer

Who is Property's current video provider? DirecTV thru Integra Systems Corporation

Business Type*: Prison

Chain/Brand*:

*If incomplete or incorrect, contract will be rejected

ABS Lead Seller ATTUID (if applicable): _____

DEALER INFORMATION

Dealer: Integra Systems Corporation

Dealer ID: 1724776 Dealer Contact Name: Barry A. Nulph

Dealer Email: barry.nulph@integrasystems.com Dealer Phone: 602-276-2880

☐ By checking this box Dealer requests to add this account to the following Master Bill Account Number: _____
(applicable only to third-party billing dealers with existing Master Bills)

Please check appropriate boxes

Agreement Types:

- ☐ Hospitality Agreement
- ■ Institutions Agreement
- ☐ University Agreement

Additional Required Information:

- ☐ Hospitality & Institutions Receiver List (Excel format required)
- ☐ Print Customer's name and person signing's name and title
- ☐ Customer signature

Additional/Optional Forms:

- ☐ Additional Services Addendum
- ☐ Payment information (required only for recurring payments)
- ☐ Tax-Exempt Certificate, if applicable; required if:
  1. Property is tax-exempt
  2. Government
  3. Agencies, non-profit organizations
  4. Direct payment agreements only

DEALERS ARE NOT AUTHORIZED TO SIGN ANY AGREEMENT OR FORM ON BEHALF OF A PROPERTY. ANY DEALER SIGNING AGREEMENTS OR FORMS ON BEHALF OF A PROPERTY MAY BE IMMEDIATELY TERMINATED BY DIRECTV.

Dealer Signature: _____

All contracts will be completed within 24 hours of submission, provided they are complete. You will experience delays beyond 24 hours if there is incomplete, incorrect or missing paperwork. If there are any questions, please contact 877.389.5372.

Note: All agreements can be accessed on MyCSP.

Effective for accounts activated on or after July 19, 2020

DIRECTV TERMS OF SERVICE FOR INSTITUTION ESTABLISHMENTS

THESE DIRECTV TERMS OF SERVICE FOR INSTITUTION ESTABLISHMENTS, TOGETHER WITH THE H&I TERMS AND CONDITIONS (AS DEFINED BELOW), (THE "SERVICE TERMS") DESCRIBE THE TERMS OF CUSTOMER'S RECEIPT OF SERVICE, WHETHER PROVIDED TO CUSTOMER DIRECTLY BY DIRECTV OR INDIRECTLY THROUGH ONE OF DIRECTV'S AUTHORIZED SALES AGENTS (AN "AUTHORIZED RETAILER"). BY AGREEING TO THESE SERVICE TERMS, CUSTOMER IS ESTABLISHING A DIRECT RELATIONSHIP WITH DIRECTV. THIS PROVIDES CUSTOMER WITH THE ABILITY TO RECEIVE SERVICE EVEN IF CUSTOMER NO LONGER HAS A RELATIONSHIP WITH THE AUTHORIZED RETAILER AND EVEN IF DIRECTV'S RELATIONSHIP WITH THE AUTHORIZED RETAILER ENDS.

The Hospitality and Institutions General Terms and Conditions (the "**H&I Terms and Conditions**") made available at https://att.com/legal/terms.dtv_hospitalityInstitutionsTerms.html, as updated from time to time by DIRECTV, are integrated into and made a part of these Service Terms. Terms not defined herein are defined in the H&I Terms and Conditions. To the extent of any specific conflict with the H&I Terms and Conditions, these Service Terms will control.

DIRECTV, either directly or indirectly through an Authorized Retailer, provides satellite entertainment programming and services, including, for certain installations, associated DTV Receiving Equipment ("**Service**" or "**Services**"), to qualifying nursing homes, assisted living facilities, long term care facilities, hospitals, medical clinics, dialysis clinics (with private rooms for overnight guests), marinas, camp grounds RV parks, prisons, correctional facilities, convents and other non-university dormitories, and other approved institution locations approved by DIRECTV ("**Institution Establishment**" or "**Establishment**"). As used herein, "**DIRECTV**" means DIRECTV, LLC, and "**Customer**" means the entity that owns the Institution Establishment receiving the Service and/or the entity that is responsible for the payment of fees and charges. Services must be provided by Customer on a free-to-guest basis and may be provided only within the private rooms of the Institution Establishment and, if approved by DIRECTV, other non-public areas of the Institution Establishment. DIRECTV High Definition (HD) receiving hardware, remote controls and Distribution Equipment (referred to collectively as "**DTV Receiving Equipment**") are required to view the Service, which may be in addition to other hardware and software from Customer's Authorized Retailer. "**Distribution Equipment**" consists of a D2 Advantage™ distribution system, providing DIRECTV signal to the following system types: (a) COM, (b) DIRECTV Residential Experience (DRE), (c) Receiver-Less HD, (d) Receiver-Less HD Plus or (e) H25 Analog. Access Cards (as defined in the H&I Terms and Conditions) are not included as DTV Receiving Equipment. In order to receive the Services, DIRECTV requires Customer's Establishment to have 100% HD DTV Receiving Equipment.

These Service Terms are in addition to, and are separate and apart from, any agreement between Customer and its Authorized Retailer. DIRECTV and Authorized Retailers are independent entities and DIRECTV is not responsible for any acts or omissions of Authorized Retailers.

AUTHORIZED RETAILER BILLING: IF CUSTOMER HAS MADE ARRANGEMENTS WITH ITS AUTHORIZED RETAILER TO BILL AND COLLECT FOR SERVICE, CUSTOMER UNDERSTANDS THAT THE AUTHORIZED RETAILER'S BILLING AUTHORITY IS SUBJECT TO THE APPROVAL OF DIRECTV, AND CUSTOMER FURTHER AGREES TO THE FOLLOWING ADDITIONAL BILLING TERMS:

Please use the contact information provided on Customer's bill from its Authorized Retailer for any questions about its bill. DIRECTV will bill and collect from such Authorized Retailer for the Service and Customer shall pay such Authorized Retailer directly for the Service. If, however, DIRECTV informs Customer that the Authorized Retailer is no longer authorized by DIRECTV to bill and collect for the Service, or the Authorized Retailer has ceased or failed to pay DIRECTV when due, or the Authorized Retailer is insolvent or unable to pay its debts in the ordinary course, then DIRECTV may commence billing and collection directly with Customer and Customer shall pay DIRECTV for Service in accordance with these Service Terms. If any of the foregoing occur, Customer is obligated to DIRECTV for payment of the Service from and after the earlier of (i) the date Customer learn of the Authorized Retailer's cessation or failure of payment, (ii) the date DIRECTV notifies Customer that the Authorized Retailer is no longer authorized to perform billing activities, or (iii) Authorized Retailer's insolvency or inability to pay its debts in the ordinary course.

CA Establishments Only: CA State WARNING: Products ordered can expose Customer to chemicals known to cause cancer &/or reproductive harm. See: att.com/Prop65

CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE SERVICE TERMS, INCLUDING THE H&I TERMS AND CONDITIONS. THESE SERVICE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. **IF CUSTOMER RECEIVES A SUBSIDY AMOUNT AS PART OF ITS SUBSCRIPTION AND CUSTOMER DOES NOT COMPLETE ITS COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.**

Legal Name of Customer: Santa Cruz County Sheriff's Office **Name of Person Signing:** _____

Operating Name: Santa Cruz County Sheriff's Office **Print Title:** _____

Date: 06/30/2020 **Phone:** 520-761-7689 **Signature:** _____

AUTHORIZED RETAILER SIGNATURE: BY SIGNING, AUTHORIZED RETAILER CERTIFIES THAT IT HAS EXPLAINED THESE SERVICE TERMS TO THE CUSTOMER, INCLUDING THE BILLING AND COLLECTION OBLIGATIONS, THE 100% HD DTV RECEIVING EQUIPMENT REQUIREMENT, AND THE H&I TERMS AND CONDITIONS, AND THAT THE INFORMATION PROVIDED HEREIN IS, TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, COMPLETE AND ACCURATE, AND THAT THE UNDERSIGNED HAS VERIFIED THE ACCURACY OF THE INFORMATION BY PERSONALLY VISITING THE ESTABLISHMENT.

Legal Name of Authorized Retailer: Integra Systems Corporation **Name of Person Signing:** Barry A. Nulph

Operating Name: Integra Systems Corporation **Print Title:** Barry A. Nulph

Date: 06/30/2020 **Phone:** 5602-276-2880 **Signature:** _____

UNIT CERTIFICATION - PLEASE COMPLETE THE BELOW UNIT SCHEDULE. BY SIGNING ABOVE, CUSTOMER AND AUTHORIZED RETAILER EACH CERTIFY THAT, TO THE BEST OF THE THEIR KNOWLEDGE, THE UNIT COUNT PROVIDED BELOW IS TRUE AND ACCURATE. DIRECTV CHARGES ARE BASED ON 100% OF THE UNITS AT ALL TIMES. ACCORDINGLY, CUSTOMER AGREES THAT DIRECTV MAY ADJUST THE AMOUNT CHARGED FOR SERVICE IN THE EVENT DIRECTV DISCOVERS ANY DISCREPANCIES IN THE TOTAL UNITS AT THE ESTABLISHMENT WHEN COMPARED TO THE TOTAL UNITS SET FORTH BELOW. AUTHORIZED RETAILER AGREES THAT DIRECTV MAY PURSUE ANY AND ALL AVAILABLE REMEDIES FOR ANY MISREPRESENTATION OF THE TOTAL UNITS.

Total Drops/Outlets: 24	**Total Rooms (if used to determine Units):** 24	**Total Units[1]:** 24

[1]Total "Units" is the total number of drops/outlets connected to the DTV Receiving Equipment, unless otherwise approved by DIRECTV. Lobbies/Fitness Centers/Private offices can each be added to the Unit count if each room has five (5) or fewer TVs (Fitness Centers with Precor TV-enabled systems can have up to ten (10) TVs).

Effective for accounts activated on or after July 19, 2020

ESTABLISHMENT AND AUTHORIZED RETAILER INFORMATION

DIRECTV Account Number:	Bill to: ☒ Physical Address ☐ Mailing Address ☐ Authorized Retailer Billing

Establishment Type: ☐ Nursing Home ☐ Assisted Living Facility ☐ Long Term Care Facility ☐ Hospital ☐ Medical Clinic ☐ Dialysis Clinic (with private rooms for overnight guests) ☐ Marina ☐ Camp Grounds RV Park ☒ Prison ☐ Correctional Facility ☐ Convent and other Non-University Dormitories ☐ other approved institution locations

Establishment Equipment Type: ☐ DRE Basic ☐ DRE Plus ☒ Other: H25 Headend SD modulators	Unit Count: 24

Full Legal Name of Customer: Santa Cruz County Sheriff's Office

Establishment Name: Santa Cruz County Sheriff's Office

Brand Affiliation (if any): None

Physical Address: 2170 Nogales Drive - Nogales, AZ 85621	Contact at Establishment:
Contact Email:	Establishment Phone Number: 520-761-7869
Mailing Address (if different): Same	Contact at Mailing Address:
Contact Email:	Mailing Address Phone Number:

Legal Structure of Customer: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☒ Government ☐ Other: _____

State of organization (incorporation, principal place of business, state of principal residence): AZ

Federal Tax ID:		Tax Exempt: ☒ Yes ☐ No
Authorized Retailer Name: Integra Systems Corporation	Authorized Retailer Corp ID: 49394	Authorized Retailer Number:

DIRECTV INFORMATION

Customer may contact DIRECTV 24 hours a day by calling the DIRECTV Business Service Center at 1-800-388-2505, sending DIRECTV an e-mail at commercialcontracts@att.com or writing DIRECTV (for notices and mail - DIRECTV, LLC, Business Service Center, P.O. Box 25392, Miami, FL 33102-5392 or for payments - DIRECTV, LLC, H&I Account Payments, P.O. Box 105249, Atlanta, GA 30348-5249).

PROGRAMMING AND SERVICES SELECTION

Select the Services Customer wishes to order by checking the appropriate boxes below. Enter the Service price, if it is not already listed, for each selection using the DIRECTV Commercial Hospitality and Institutions Rate Card, as amended from time to time by DIRECTV ("**Rate Card**"). Use the per Unit price corresponding to the number of Units. Pricing listed below is per month.

	PACKAGE/SERVICE	UNIT PRICE		PACKAGE/SERVICE	UNIT PRICE		PACKAGE/SERVICE	UNIT PRICE
☐	XTRA™	$12.74	☒	Entertainment Bridge Pack(3)	$0.37	☐	SHOWTIME® ENTERTAINMENT Bundle Offer	$11.00
☒	ENTERTAINMENT	$7.29	☐	HBO® and Cinemax® Package	$2.75	☐	Advanced Entertainment Platform	$2.00
☐	SELECT™	$6.25	☐	SHOWTIME® Package	$2.50	☐	Wi-Fi Streaming	
☐	FAMILY™	$2.99	☐	STARZ® ENCORE Super Pack	$1.75	☐	STAYCAST Casting Solution(5)	$2.00
☒	Local Channels(1)	$0.90	☐	STARZ ENCORE(4)	$_____	☐	Other:	$_____
☐	HD Access Fee(2)	$1.35	☐	EPiX®	$0.99	☐	Other:	$_____

Charges must be based on 100% of the Units at all times. Pricing does not include taxes. Customer is responsible for taxes. Refer to Customer's Service bill for taxes due. In certain areas, Service may be unavailable or additional restrictions may apply. Blackout restrictions and other terms apply to sports programming. Programming and pricing may change.

(1)Customers with Local Channels on account prior to 2/7/2013 have the option to maintain the flat rate Local Channel price, which as of 1/19/2020 is $186.99. For monthly total calculation, either include per unit Local Channels rate or flat rate, depending on Customer. Applicable only for existing Customers with such programming.

(2)HD Access Fee charge applies to the Free Equipment and $80 Subsidy Offers. Customers with the No Commitment Offer must pay the HD Access Fee charge to view HD programming. HD Access Fee is included at no additional cost for the $40 Subsidy and $20 Subsidy Offers.

(3)Only available if Customer also subscribes to the ENTERTAINMENT base programming package.

(4)See Rate Card for price.

(5)If Customer selects the STAYCAST Casting Solution, Customer must also sign and agree to the DIRECTV STAYCAST Casting Solution Addendum.

(6)If Customer uses DRE equipment, Customer must pay a "**DRE Software Fee**" of $0.50 per receiver for all active receivers. Indicate the number of DRE receivers to the right.

(7)DRE Customers with DVR-enabled DTV Receiving Equipment will be charged a DVR Property Service Fee.

(8)If Customer selects additional services offered on the DIRECTV Additional Services Addendum (the "**Addendum**"), enter the Monthly Total from the Addendum.

	Unit Price Subtotal:	$ 8.56
	Number of Units:	24
	Monthly Unit Price Total:	$ 205.44
☐	Local Channels ($186.99)(1)	$_____
☐	DRE Software Fee(6) Number of Receivers _____	$ 0.00
☐	DVR Property Service Fee ($50.00)(7)	$_____
	Monthly Establishment Fees Total:	$_____
	Monthly Total from the Addendum(8):	$_____
	MONTHLY GRAND TOTAL:	$ 205.44

Effective for accounts activated on or after July 19, 2020

DIRECTV SUBSIDY AMOUNT TERMS

These DIRECTV Subsidy Amount Terms set forth additional terms that apply if Customer receives from DIRECTV a Subsidy Amount (as defined below) in connection with its purchase or lease, through an Authorized Retailer and/or a Hospitality & Institutions equipment distributor (an "**H&I Distributor**") (the party that provides Equipment shall be referred to herein as the "**Equipment Provider**"), of DTV Receiving Equipment that can provide the Service to its Establishment. Customer agrees to subscribe to the Required Channels and pay the appropriate programming fees for a period of not less than the number of months listed below from the date of activation for the Offer Customer selects (the "**Commitment Period**").

CUSTOMER MUST INITIAL ONE OF THE OFFERS BELOW. IF CUSTOMER DOES NOT WISH TO BE SUBJECT TO A COMMITMENT PERIOD, INITIAL THE "NO COMMITMENT" OFFER. IF CUSTOMER WISHES TO RECEIVE A SUBSIDY AMOUNT, INITIAL ONE OF THE OTHER OFFERS LISTED BELOW. CUSTOMER MUST SUBSCRIBE TO THE REQUIRED CHANNELS FOR THE OFFER CUSTOMER INITIALS.

Initial One	"Offer"	"Required Channels"	"Unit Minimum"	"Required DTV Receiving Equipment"	"Subsidy Amount" (per Unit or per Establishment)	"Subsidy Total"	"Commitment Period" (from date of activation)
84 MONTH SUBSIDY PROGRAMS							
	Free Equipment (COM & AEP)	• ENTERTAINMENT or above • Local Channels • HD Access Fee • Advanced Entertainment Platform (AEP)	75 Units(1)	• HD COM & AEP android set top boxes; *or* • COM with NTSC-8 & AEP android set top boxes	Cost of Required DTV Receiving Equipment, up to $22,000 per Establishment	Cost of Required DTV Receiving Equipment, up to $22,000(2)	84 months
	Free Equipment (COM)	• SELECT or above • Local Channels • HD Access Fee	75 Units(1)	• HD COM; • COM with NTSC-8; • Receiver-Less HD(3); *or* • Receiver-Less HD Plus(3)	Cost of Required DTV Receiving Equipment, up to $10,500 per Establishment	Cost of Required DTV Receiving Equipment, up to $10,500(2)	84 months
	Free Equipment (DRE)	• SELECT or above • Local Channels • HD Access Fee • DRE Software Fee	50 Units(1)	• DRE Basic; *or* • DRE Plus	Cost of Required DTV Receiving Equipment, up to $10,500 per Establishment	Cost of Required DTV Receiving Equipment, up to $10,500(2)	84 months
60 MONTH SUBSIDY PROGRAMS							
	$80 Subsidy (COM)	• SELECT or above • Local Channels • HD Access Fee	75 Units(1)	• HD COM; • COM with NTSC-8; • Receiver-Less HD(3); *or* • Receiver-Less HD Plus(3)	$80.00 per Unit; up to 120 Units	$80.00 x 24 = $ 0.00 (4)	60 months
	$80 Subsidy (DRE)	• SELECT or above • Local Channels • HD Access Fee • DRE Software Fee	50 Units(1)	• DRE Basic; *or* • DRE Plus	$80.00 per Unit; up to 120 Units	$80.00 x 24 = $ 0.00 (4)	60 months
	$40 Subsidy	• SELECT or above • Local Channels • HD Access Fee ($0 service)	20 Units	• HD COM; • COM with NTSC-8; • Receiver-Less HD(3); • Receiver-Less HD Plus(3); • DRE Basic(5); *or* • DRE Plus(5)	$40.00 per Unit	$40.00 x 24 = $ 0.00	60 months
36 MONTH SUBSIDY PROGRAM							
	$20 Subsidy	• SELECT or above • Local Channels • HD Access Fee ($0 service)	10 Units	• HD COM; • COM with NTSC-8; • H25 Analog; • Receiver-Less HD(3); • Receiver-Less HD Plus(3); • DRE Basic(5); *or* • DRE Plus(5)	$20.00 per Unit	$20.00 x 24 = $ 0.00	36 months
NO SUBSIDY							
	No Commitment	Any Base Programming Package	None	Any DIRECTV approved HD DTV Receiving Equipment	None	None	None

(1)Customer is only eligible to receive a Subsidy Amount if the Establishment meets the Unit Minimum requirement.
(2)All additional DTV Receiving Equipment above the Subsidy Total (whether requested by Customer or required to complete the installation for all Units) shall be purchased by Customer from its Equipment Provider and paid for by Customer.
(3)If Customer selects Receiver-Less HD or Receiver-Less HD Plus, Customer may not subscribe to any of the following Qualifying Premium Services: HBO® and Cinemax® Package, SHOWTIME® Package, STARZ® ENCORE Super Pack, STARZ ENCORE or EPiX®.
(4)Subsidy Total cannot exceed $9,600.
(5)If Customer uses DRE equipment, Customer must pay a DRE Software Fee.

CUSTOMER UNDERSTANDS AND AGREES THAT IT IS ONLY ELIGIBLE TO RECEIVE THE SUBSIDY AMOUNT IF IT APPLIES IT TO DTV RECEIVING EQUIPMENT PURCHASED OR LEASED AFTER THE DATE OF THESE SERVICE TERMS. IF CUSTOMER IS ELIGIBLE TO RECEIVE A SUBSIDY AMOUNT, DIRECTV WILL PAY THE SUBSIDY AMOUNT DIRECTLY TO CUSTOMER'S EQUIPMENT PROVIDER FOLLOWING ACTIVATION OF THE REQUIRED CHANNELS. IF CUSTOMER DOES NOT COMPLETE ITS COMMITMENT PERIOD, CUSTOMER MUST REIMBURSE DIRECTV FOR THE SUBSIDY AMOUNT THAT DIRECTV PAID TO ITS EQUIPMENT PROVIDER.

If Customer fails to maintain its subscription to the Required Channels and pay the appropriate programming fees for the Required Channels for the entire Commitment Period, in addition to any other early cancellation fees set forth in these Service Terms, Customer will pay an early cancellation fee equal to (i) $232.14 multiplied by the number of months left in the Commitment Period with subscription to the Free Equipment (COM & AEP) Offer, (ii) $125 multiplied by the number of months left in the Commitment Period with subscription to the Free Equipment (COM) & (DRE) Offers, or (iii) the full Subsidy Total provided to Customer, reduced on a pro-rata basis by the number of months Customer actually paid for the Required Channels during the Commitment Period with subscription to the $80 Subsidy Offer, $40 Subsidy Offer or $20 Subsidy Offer. For example, if Customer selected the $40 Subsidy Offer for an Establishment with 100 Units and ceased paying for the Required Channels 24 months into the 60-month Commitment Period, Customer will pay DIRECTV $2,400 ($40.00 x 100 = $4,000/60 = $66.66 x 36 = $2,400). Payment of the early cancellation fee is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If Customer fails to make payment, DIRECTV may pursue legal remedies against Customer for and receive the total amount due.

ADDITIONAL PROGRAMMING AND SERVICES TERMS

SHOWTIME® ENTERTAINMENT Bundle Offer. Customer is eligible to receive (1) ENTERTAINMENT base programming package, (2) the SHOWTIME Package, (3) Local Channels, (4) HD Access Fee, (5) EPiX® and (6) Music Choice® Music Channels (together, the "**SHOWTIME ENTERTAINMENT Bundle**") at $11.00 per Unit per month (the "**SHOWTIME ENTERTAINMENT Bundle Offer**") if Customer: (i) is a new DIRECTV customer; (ii) has not received SHOWTIME programming from any other distributor during the twenty-four (24) months preceding the date of activation of the SHOWTIME Package; and (iii) subscribes to the SHOWTIME ENTERTAINMENT Bundle for its entire thirty-six (36), sixty (60) or eighty-four (84) month Commitment Period ("**SHOWTIME ENTERTAINMENT Bundle Offer Period**"). If Customer fails to meet any of these terms, Customer will no longer qualify for the SHOWTIME ENTERTAINMENT Bundle Offer and will be charged the per Unit rate in effect. After the SHOWTIME ENTERTAINMENT Bundle Offer Period, Customer will be charged the per Unit rate in effect. Existing DIRECTV customers do not qualify for the SHOWTIME ENTERTAINMENT Bundle Offer. If Customer is eligible for any ENTERTAINMENT Package and/or SHOWTIME discount offers under a separate agreement, Customer may only apply one discount offer. The SHOWTIME ENTERTAINMENT Bundle is subject to price changes, which means that the per Unit rate for the SHOWTIME ENTERTAINMENT Bundle will increase if the rate on the Rate Card increases; provided, however, the $0.82 programming discount will still apply. SHOWTIME ENTERTAINMENT Bundle Offer Period is coterminous with Customer's Commitment Period.

INITIAL HERE _____TO INDICATE THAT CUSTOMER UNDERSTANDS AND AGREES TO THE FOREGOING TERMS OF THE SHOWTIME ENTERTAINMENT BUNDLE OFFER AND THAT CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS NOT RECEIVED SHOWTIME PROGRAMMING FROM ANY OTHER DISTRIBUTOR DURING THE TWENTY-FOUR (24) MONTHS PRECEDING THE DATE OF ACTIVATION.

Advanced Entertainment Platform. If Customer selects HD COM Distribution Equipment, Customer is eligible to receive the Advanced Entertainment Platform, provided Customer (i) subscribes to ENTERTAINMENT or XTRA™ base programming package, (ii) purchases or leases an android set top box for each television in all Units from its Equipment Provider, (iii) connects the android set top box to the Establishment's broadband via its Ethernet or Wi-Fi, (iv) has a minimum WAN bandwidth into the Establishment of 25 Megabits per second per 100 Units and (v) meets any additional technological specifications required for compatibility with the Advanced Entertainment Platform. Customer is not required to subscribe to any additional Qualifying Premium Services (i.e. HBO® and Cinemax® Package, SHOWTIME® Package, STARZ® ENCORE Super Pack, STARZ ENCORE or EPiX®) to receive Qualifying Premium Services available through the Advanced Entertainment Platform. DIRECTV may, from time to time, change, add or remove programming or features from the Advanced Entertainment Platform, or change the service fees related thereto.

Wi-Fi Streaming. If Customer selects HD COM Distribution Equipment, Customer is eligible to receive Wi-Fi Streaming, provided Customer (i) is a qualifying nursing home, assisted living facility, long term care facility, hospital, or medical clinic; (ii) purchases or leases a transcoder from its Equipment Provider; (iii) limits Wi-Fi Streaming to the Establishment's on-premise Wi-Fi network; (iv) displays programming in 480p (i.e. standard definition); and (v) does not alter any AT&T or DIRECTV branding. DIRECTV may, from time to time, change, add or remove features from Wi-Fi Streaming due to legal, contractual or other restrictions.

GENERAL TERMS

SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE RATE CARD, WHICH MEANS All PRICES CONTAINED IN THESE SERVICE TERMS ARE SUBJECT TO CHANGE EVEN THOUGH CUSTOMER IS AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL PER UNIT RATE FOR THE CHANNELS WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES.

Discounts. If Customer receives a programming discount but fails to maintain the subscription level required to receive such discount, Customer will be charged the undiscounted per Unit rate in effect.

Equipment Installation and Maintenance. Customer shall arrange with an Authorized Retailer for the timely delivery and installation of the DTV Receiving Equipment to its Establishment. As between DIRECTV and Customer, Customer shall be solely responsible for any and all costs associated with the installation and maintenance of the DTV Receiving Equipment. Customer agrees that DIRECTV is not responsible to provide the installation, maintenance or service on the DTV Receiving Equipment, and any claims about installation, maintenance, service or breach of warranty will not eliminate its obligation to complete the Commitment Period. Customer, at its own expense, shall provide and maintain for each item of DTV Receiving Equipment, insurance against loss, theft and damage in an insured amount equal to the full replacement value of such item of DTV Receiving Equipment.

Warranty Limitations and Spares. CUSTOMER UNDERSTANDS THAT ALL WARRANTY CLAIMS FOR THE DTV RECEIVING EQUIPMENT MUST BE HANDLED BETWEEN CUSTOMER AND THE EQUIPMENT PROVIDER. DIRECTV MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE DTV RECEIVING EQUIPMENT. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR SUBSIDY AMOUNT. Please contact Customer's Equipment Provider for specific warranty details.

Protection and Ownership of Equipment. Customer shall have no right to sell, give away, transfer, remove or relocate the DTV Receiving Equipment at any time during the Commitment Period without DIRECTV's prior written consent. Both parties intend that these Service Terms shall inure to the benefit of their respective assigns, transferees, successors-in-interest, secured parties and collateral assignees, and that they shall continue in full force and effect after any sale of the Establishment and be binding on all subsequent owners. Customer shall provide DIRECTV with written notice of any proposed sale, transfer or conveyance of the Establishment at least thirty (30) days prior to the scheduled closing.

CONTENT PROTECTION.

If Customer selects Receiver-Less HD Plus Distribution Equipment, Customer and Authorized Retailer agree to abide by these "**Content Protection Terms.**" These Content Protection Terms relate to Customer's and Authorized Retailer's obligations to maintain content protection of the Service at Customer's Establishment. The Service must be protected at the Establishment using Receiver-Less HD Plus, which provides continual protection from the digital output of the DTV Receiving Equipment to the display devices where the Service is viewed. The Service may not leave the digital output of the DTV Receiving Equipment unprotected.

Covenants, Representations and Warranties. Customer and Authorized Retailer represent and warrant that (i) the Distribution Equipment and network is protected by an up-to-date and monitored, enterprise-level security solution, (ii) the Service is only distributed locally through the Distribution Equipment and network, (iii) the Service will not cross any public rights of way or leave the local network for others to view in any format, (iv) they will comply with the required DIRECTV content distribution transmission specifications and broadcast protocols, (v) they will protect against unauthorized external access to the Distribution Equipment and Service, and prevent any recording or piracy by employees or others with access to the Distribution Equipment, (vi) they will report to DIRECTV any theft, piracy, copying, rebroadcast, retransmission or any other attempt to distribute the Service in violation of these Content Protection Terms, and (vii) they will reasonably cooperate with DIRECTV and its program providers to investigate, stop, and prevent activity that violates these Content Protection Terms . DIRECTV and any programming provider may prosecute violations of these terms against Customer, Authorized Retailer, and other responsible parties, in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws.

Future Restrictions. DIRECTV program providers may request additional restrictions from time to time, and as these requests are made, DIRECTV will notify Customer of such requirements. If Customer is unable or unwilling to comply, DIRECTV may terminate Customer's Service.

Inspection. In addition to the inspection rights under the H&I Terms and Conditions, if DIRECTV reasonably determines that Customer or Authorized Retailer are not complying with the obligations in these Content Protection Technology Terms, DIRECTV may immediately deactivate the Service, terminate the Authorized Retailer's agreement with DIRECTV, or both. If Service is deactivated, Customer is responsible for payment of all outstanding balances accrued through the date of deactivation, in addition to the indemnification obligations described below.

Indemnification. IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS UNDER THE H&I TERMS AND CONDITIONS, CUSTOMER AND AUTHORIZED RETAILER AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY CLAIM BY ANY PROGRAM PROVIDER FOR ANY THEFT, PIRACY, COPYING, REBROADCAST, RETRANSMISSION OR ANY OTHER ATTEMPT TO DISTRIBUTE THE SERVICE IN VIOLATION OF THESE CONTENT PROTECTION TERMS.

Santa Cruz County

Department Staffing Request

Department County Attorney Date needed 7/24/2020

The position requested is (check whichever applies)

- [x] to fill a vacancy created by Claudia Reyes
- [ ] a new position

Position Title Legal Assistant Source of Funding General Fund

Position is
- [ ] Temporary Full Time
- [ ] Temporary Part-Time
- [x] Permanent Full Time
- [ ] Permanent Part-Time

Benefits (if grant Funded)? [ ] Yes [ ] No

Is new job description required? [ ] Yes [x] No

- [x] Do Not Post at this time
- [ ] Post Internally Immediately after Board approval
- [ ] Post Internally & Externally simultaneously

Personnel Review

Salary Range _____ Entry Level Salary _____

Budgeted Position ☐ Yes ☐ No

Personnel Signature _____

Board of Supervisor's Action:

Agenda Date: _____

☐ Approved ☐ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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Santa Cruz County

Department Staffing Request

Department: Clerk of Superior Court Date needed As soon as possible

The position requested is (check whichever applies)

X to fill a vacancy created by Due to Transfer to another Department

_____ a new position

Position Title Court Clerk Source of Funding General Fund

Position is _____ Temporary Full Time _____ Temporary Part-Time

X Permanent Full Time _____ Permanent Part-Time

Benefits (if grant Funded)? _____ Yes _____ No

Is new job description required? _____ Yes X No

Personnel Review

Salary Range 49 Entry Level Salary $29,152

Budgeted Position X_____Yes _____ No

Personnel Signature Sonia J. Jones

Board of Supervisor's Action:

Agenda Date: _____

_____ Approved ___ Not Approved

In-house Advertising Dates: _____

Media Advertising dates: _____

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MEMORANDUM

TO: Honorable Chairman and Members of the Board of Supervisors

FROM: Suzanne "Suzie" Sainz, County Recorder

DATE: July 21, 2020

RE: Approval of Maintenance Agreement with Saul's Creek Engineering

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RECOMMENDATION: Approval of Maintenance Agreement with Saul's Creek Engineering.

BACKGROUND: This Computerized System Maintenance Agreement (the "Agreement") is entered into as of March 3, 2020, between Saul's Creek Engineering & Santa Cruz County Recorder's Office. Maintenance, support and services will be provided to the County for a period of three years beginning on September 1, 2020.

FINANCIAL IMPLICATIONS: The cost of Maintenance is $1,505.00 per month & to include a Website fee of $380.00 per month. Saul's Creek Engineering will bill the County in advance once every 6 months for $9,030.00.

PROPOSED MOTION: Motion to approve Maintenance Agreement with Saul's Creek Engineering.

Thank you for your time and consideration in this matter.

COMPUTERIZED SYSTEM MAINTENANCE AGREEMENT

This Computerized System Maintenance Agreement (the "Agreement") is entered into as of March 3, 2020, between Saul's Creek Engineering, Inc., of PO Box 63090, Colorado Springs CO 80962 ("Saul's Creek Engineering"), and Santa Cruz County Recorder's Office of 2150 N Congress Drive, Nogales, AZ 85621 ("County").

WHEREAS, Saul's Creek Engineering has developed a certain proprietary software and computer hardware system known as **theCountyRecorder**™ (the "System"); and

WHEREAS, County has purchased the System from Saul's Creek Engineering; and

WHEREAS, County desires maintenance, support and services of the System.

NOW, THEREFORE, the undersigned, by execution of this Agreement do hereby agree as follows:

1. SERVICE ITEMIZATION. Maintenance, support and services will be provided to the County for a period of three years beginning on September 1, 2020. A summary of services provided under this agreement are shown in the following table:

Maintenance Cost - Monthly

Qty	Description	Reference	Unit Price	Total
1	Support & Maintenance	Para. 4	$670.00	$1,505.00
1	Internet Services	Para. 3	$230.00	$380.00
	Total Monthly Recurring Costs			**$1,885.00**

2. SOFTWARE LICENSE. The County is granted a nonexclusive, non-transferable, limited license to install and use the System software on any computer located on the County LAN (local area network) or WAN (wide area network). This license is limited to sites and computers owned by the County. This license does not allow or provide for use of the System outside the County.

This software license is limited by the number of documents recorded per year. The County is allowed to record a maximum of 60,000 documents per year with this license.

This software license was granted in a Purchase Agreement dated April 9, 2005.

3. SUPPORT AND MAINTAINANCE. This Agreement includes a three (3) year System Maintenance, Support and Upgrade Warranty ("Maintenance") commencing on

the date specified in the "Service Itemization" section. The Maintenance contract will be automatically renewed annually unless written notice is received 30 days prior to the expiration of each term.

The remote access support service will trouble shoot operator problems, correct database errors, should they occur, and keep the System operational and efficient.

The cost of the Maintenance is $1,505.00 per month. Saul's Creek Engineering will bill the County in advance once every 6 months in the amount of $9,030.00.

The Maintenance specifically does not cover legislative mandated changes.

Cost of programming changes beyond initial System installation and upgrades will be done at the County's expense on a time and materials basis to be negotiated at the time of service.

4. PUBLIC SEARCH HOSTING. Saul's Creek Engineering will provide hosting of a public document search web site ("Hosted Website"). The Hosted Website will allow public access to search both index and image data. Data from the Recorder's Server will be replicated via the internet to the Hosted Website. The Hosted Website is owned by Saul's Creek Engineering, the data is owned by the County. Saul's Creek Engineering will be responsible for development, installation and maintenance of the Hosted Website.

The cost of the Hosted Website is $380.00 per month commencing on the date specified in the "Service Itemization" section. Saul's Creek Engineering will bill the County in advance once every 6 months in the amount of $2,280.00.

The hosting contract will be automatically renewed semi-annually (6 months) unless written notice is received 30 days prior to the expiration of each term.

5. FUTURE SYSTEM UPDATES. Future updates to the System may require software and/or hardware upgrades to the County's existing equipment at the County's expense. Future updates that include extended functionality to the System may also require payment of an upgrade fee to Saul's Creek Engineering. The amount of any upgrade fees will be negotiated at the time of upgrade.

6. SYSTEM REQUIREMENTS. Computer requirements for the Recorder's Server and Workstations are specified in System Requirements ("Attachment A"). It is the County's responsibility to insure all existing computers used with the System meet these requirements. Any computers that do not meet these requirements must be upgraded to meet the minimum requirements at the County's expense.

7. HARDWARE MAINTENANCE. It is the County's responsibility to maintain all hardware delivered as part of the System. Saul's Creek Engineering will provide guidance to assist the maintenance of this equipment. Changes made to the Recorder's Server, hardware and software must be coordinated with Saul's Creek Engineering prior to implementation to insure compatibility with the System.

8. DATA BACKUP. It is the County's responsibility to perform data backup of the System database and image store. The System will include software to aid County in performing this task. Saul's Creek Engineering will support the County in their data backup effort but will not be held responsible for ongoing data scheduling and backup of the database and image store.

9. REMOTE ACCESS. The County will be responsible for providing remote access capability to the Recorder's Server as described in System Requirements ("Attachment A"). The Recorder's Server requires remote access by Saul's Creek Engineering to provide support and maintenance.

It would be desirable for both the County and Saul's Creek Engineering if remote access were available from the Recorder's Server to each individual Recorder's Workstation via a VNC connection.

10. PAYMENT. The County will be invoiced for all payments due under this contract. Saul's Creek Engineering will allow a 30-day payment period, within which the County must remit payment in full and in advance, payable by check to Saul's Creek Engineering, Inc., PO Box 63090, Colorado Springs CO 80962-3090.

11. LATE PAYMENT OF MAINTENACE FEE / HOSTING FEE. Saul's Creek Engineering may terminate this contract if payments are past due. Written notice will be given to the County by Saul's Creek Engineering for intent to terminate this contract for late payment. If payment is not received by Saul's Creek Engineering after 30 days of the written notice this contract will be terminated.

12. FUTURE FUNDING. This Agreement is not intended to be, nor shall it constitute, a multiple-fiscal year financial obligation of County. While County hereby affirms its present intention to appropriate funds sufficient to pay all amounts specified herein in subsequent years, it shall be under no obligation to do so. County's funding obligation with regard to the Hosted Website and/or the System Maintenance, Support and Upgrade Warranty beyond the initial year of this agreement is expressly subject to the County Board appropriating sufficient funds for this specific contractual obligation through the County's annual budget appropriation process. Should the County Board fail or refuse to budget and appropriate funding for this contractual obligation for any subsequent fiscal year the contractual obligation shall terminate on last day of the fiscal year preceding the year for which funding of the contractual obligation has not been budgeted and appropriated.

The County may cancel the Hosted Website and/or the System Maintenance, Support and Upgrade Warranty at any time by providing Saul's Creek Engineering 30 day written notice. However, in no event shall the County's total financial obligation to Saul's Creek Engineering for these services exceed the funding lawfully budgeted and appropriated for the current fiscal year contractual obligation.

13. MEDIATION. If a dispute relating to this contract is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in

which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediation cannot impose binding decisions. The parties to the dispute must agree before and settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved 30 calendar days from the date written notice is requesting mediation is sent by one part the other. This Section shall not alter any date in this contract, unless otherwise agreed. Mediation will be located in Pima County, Arizona and will be managed by a Arizona mediator.

If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof which cannot be resolved by mediation, any suit or proceeding at law or in equity shall be brought in the Arizona Superior Court in Pima County, Arizona. The parties hereby waive any objection to a suit or proceeding brought in the foregoing forum on the grounds that the suit or proceeding is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason.

14. LIMITATIONS OF LIABILITY. Saul's Creek Engineering shall not be liable to County for indirect, special, incidental, exemplary, or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from County's use or inability to use the System, arising from any cause of action whatsoever, including contract, warranty, or strict liability, even if Saul's Creek Engineering has been notified of the possibility of such damages.

15. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement, to the extent permitted by Arizona law.

16. NOTICES. All notices required or permitted hereunder or under any related agreement or instrument will be deemed delivered when delivered personally in writing or mailed, by certified mail, return receipt requested, or registered mail, to the parties at the following addresses or to such addresses as the respective parties may in writing hereafter direct:

Saul's Creek Engineering, Inc.
PO Box 63090
Colorado Springs CO 80962-3090
ATTN: Bruce Ellsworth

Santa Cruz County Recorder's Office
2150 N Congress Drive
Nogales, AZ 85621
ATTN: Suzie Sainz

17. GENERAL PROVISIONS.

This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The terms of Attachment A are incorporated into the contract.

Neither this Agreement, nor any rights or obligations hereunder shall be assigned by a party without the prior written consent of the other party.

This Agreement shall be modified only by a written agreement duly executed by all parties hereto.

The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Arizona. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

County does not waive any governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address as listed herein, or personally to such other party. A party may change its address for notice hereunder by giving written notice to the other party of the new address.

The parties have executed this Agreement the day and year above written.

Santa Cruz County Recorder's Office, Arizona

By: _____ Date: _____
Suzie Sainz
County Recorder

Saul's Creek Engineering, Inc.

By: _____ Date: _____
Bruce Ellsworth
President

ATTACHMENT A

SYSTEM REQUIREMENTS

Disclaimer

The requirements specified here are subject to change and should be used as a guideline for initial system installation. As **theCountyRecorder**™, operating systems, and other components evolve, system requirements will change to maintain compatibility with these improvements.

Recorder's Server

The server must meet all hardware and software requirements imposed by .Net Framework 4.5.1.

The Recorder's Server requires network connections to all users of **theCountyRecorder**™.

An Internet connection by the Recorder's Server is required. No bandwidth requirements are imposed.

Access to the server with remote access software from Saul's Creek Engineering's offices is required. Also desired is the ability to remotely connect to Recorder's Workstation for training and support purposes.

Operating System	Windows 2012 x64 Windows 2012 R2 x64 Windows 2016 x64 Windows 2019
Hardware Requirements - Minimum	1G Hz processor 8G byte memory
Software Requirements	.Net Framework 4.5.1 Microsoft SQL Server – see notes below Remote access software
Hard Disk	100G byte OS partition 900G byte Data partition

Recording Workstations

The Recorder software runs on workstations located in the Recorder's office. The software requires these workstations have a minimal hardware and software level of compatibility.

The workstations must meet all hardware and software requirements imposed by the .Net Framework 4.5.1.

RS-232 Port: an RS-232 port is necessary if a slipsheet / receipt printer is installed on the Recording Workstation

Operating System	Windows 7 Windows 8 Windows 8.1 Windows 10
Hardware Requirements - Minimum	1G Hz processor 4G byte memory
Software Requirements	.Net Framework 4.5.1
Hard Disk	500G byte
Video	A screen resolution of 1280 x 1024 or greater is required. We recommend a monitor screen size of 20 inches or larger.
Network Connection	A 1000M bit/sec network connection or greater is recommended.

Public Search Workstations

Public Search workstations have the same requirements as Recorder's workstations.

Database

theCountyRecorder™ requires Microsoft's SQL Server 2012 or greater for its database.

Scanners

Scanners used with **theCountyRecorder**™ must be 32 bit TWAIN compatible.

Labeling Devices

Support for slip sheet and label printers will be added on an as-needed basis. Printers that have not been qualified for use with **theCountyRecorder**™ may need to be sent to Saul's Creek Engineering for integration.

Cognitive TPG slip sheet printers, including the A760, are supported. Please note that slip sheet printers require a RS-232 port on the associated workstation.

The Dymo LabelWriter series is supported.

Zebra G-series printers are supported; the GK420 is currently qualified. Other models may need to be tested in our office to insure compatibility with our recording system.

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SAUL'S CREEK ENGINEERING

Invoice

Suzie Sainz
Santa Cruz County Recorder's Office
2150 N Congress Dr
Nogales AZ

Please Remit Payment To:

Saul's Creek Engineering, Inc.
PO Box 63090
Colorado Springs CO 80962

Please include the Invoice# on your check.

Statement Date: 06-15-2020
Invoice No: 20021
Due Date: 07-31-2020

Item	Description	Amount
	theCountyRecorder™	
	(Jul - Aug 2020)	
1	Maintenance & Support 2 months @ $1165 / month	$2,330.00
2	Internet Services 2 months @ $380 / month	$760.00
	(Sep - Dec 2020)	
1	Maintenance & Support 4 months @ $1505 / month	$6,020.00
2	Internet Services 4 months @ $380 / month	$1,520.00
	Thank you, we do appreciate your business.	
	Amount Due	$10,630.00

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Santa Cruz County WIOA

TO: Board of Supervisors

FROM: Maritza Cervantes
WIOA Director

CC: Jennifer St. John
County Manager

DATE: July 14, 2020

SUBJECT:
Discussion/possible action to approve Request for Proposal of Workforce Innovation and Opportunity Act One Stop Comprehensive Center Operator (20 CFR 682.420).

STAFF RECOMMENDATION:
Staff recommends approval of Request for Proposal of Workforce Innovation and Opportunity Act One Stop Comprehensive Center Operator (20 CFR 682.420).

BACKGROUND:
This is in response to the findings the Department of Economic Security, Division of Employment and Rehabilitation Services provided the Santa Cruz Local Workforce Development Board, requiring re-procurement of Santa Cruz County Workforce Innovation and Opportunity Act (WIOA) One Stop Comprehensive Center Operator (20 CFR 682.420).

FINANCIAL IMPLICATIONS:
There is no fiscal impact on the General fund.

PROPOSED MOTION:
Move to approve acceptance of Request for Proposal of Workforce Innovation and Opportunity Act One Stop Comprehensive Center Operator (20 CFR 682.420).

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SANTA CRUZ COUNTY, ARIZONA
REQUEST FOR PROPOSALS (RFP)

BID NUMBER: B-04-20-C005

Request for Proposals
One Stop Comprehensive Center Operator
Program Years 2020-2024

(Under COVID Circumstances)

Release Date: July 24, 2020
Release Time: 9:00 A.M.

Submission Deadline: August 7, 2020 3:00 PM

RFP Packets may be obtained at:

Santa Cruz County ARIZONA@WORK Job Center
610 North Morley Ave.
Nogales, AZ 85621
520.375.7670
MCervantes@santacruzcountyaz.gov

or downloaded at:
https://www.santacruzcountyaz.gov/286/Bids-Solicitations

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

ACTIVITY	DATE/TIME
RFP Release/Advertisement	July 24, 2020 at 9:00 AM
Technical Assistance Session	August 3, 2020
Deadline to Submit Bids	August 7, 2020 at 3:00 PM
Award Recommendation to County Board of Supervisors	August 25, 2020

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NOTICE TO BIDDERS

SANTA CRUZ COUNTY, ARIZONA ("COUNTY")
One Stop Comprehensive Center Operator
Program Years 2020-2024
BID NUMBER: B-04-20-C005

1.0

Notice is hereby given that the Office of the Clerk of the Santa Cruz County Board of Supervisors ("Clerk") is requesting bids pursuant to a Request for Proposal (RFP) on the following project:

One Stop Comprehensive Center Operator
Program Years 2020-2024

WHERE TO OBTAIN RFP PACKET:
You may obtain a RFP packet at the following address or website:

Santa Cruz County ARIZONA@WORK Job Center
610 North Morley Ave.
Nogales, AZ 85621
520.375.7670
MCervantes@santacruzcountyaz.gov

or downloaded at:
https://www.santacruzcountyaz.gov/286/Bids-Solicitations

TECHNICAL ASSISTANCE SESSION:

August 3, 2020 1:30 pm - 2:30 pm AZ Time (Mountain Standard Time)
Santa Cruz County One Stop Center
610 North Morley Ave.
Nogales, AZ 85621

Teleconference:

1-877-820-7831
Pass Code: 363538

BID LABELING INSTRUCTIONS:

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

One Stop Comprehensive Center Operator
Program Years 2020-2024
BID NUMBER: B-04-20-C005

WHERE TO SUBMIT BID:
Bidders must submit **A THUMB DRIVE CONTAINING THE ENTIRE BID plus** ONE **(1) ORIGINAL AND SIX (6) COPIES** of the bid to the following person and address:

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

Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the Clerk of the Santa Cruz County Board of Supervisors ("Clerk"). Bidders are responsible for ensuring their bids are received by the Clerk on or before the Bid Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified in the solicitation document. Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. The governing time for the Bid Submittal Deadline is Arizona Time.

DEADLINE TO SUBMIT BID:
Bids must be submitted on or before **August 7, 2020 BY 3:00 P.M. (ARIZONA TIME)** and they will be publicly opened and read shortly thereafter.

DEADLINE TO SUBMIT QUESTIONS ON RFP:
Any questions about this RFP must be e-mailed before or made during Technical Assistance session on **August 3, 2020 from 1:30-2:30 PM**

OSO Procurement
Osoprocurement@santacruzcountyaz.gov
August 3, 2020 1:30 pm - 2:30 pm AZ Time (Mountain Standard Time)
Santa Cruz County One Stop Center
610 North Morley Ave.
Nogales, AZ 85621

Teleconference:

1-877-820-7831
Pass Code: 363538

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

Santa Cruz County Finance Department

Published: Nogales International Newspaper on July 24, 2020 and July 30, 2020
WIOA Offices in Santa Cruz County
Local WIOA One Stop Center Website
Arizona Department of Economic Security Website
Santa Cruz County Workforce Development Board Agenda Website postings

2.0 SCOPE OF WORK

The Bidder shall provide all labor, materials, transportation, and technical expertise needed to successfully accomplish the required work outlined within Attachment 1 – Scope of Work to the County's satisfaction.

3.0 PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is for the Santa Cruz County Workforce Development Board to identify qualified providers as One Stop Center Operator under Title I of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) and 20CFR Sec. 678.

Amount of this award is expected to be $10,000.00. Total amount is subject to funding availability from the US Department of Labor and Partner contributions. Selected proposer may be asked to negotiate contract depending on funding available.

Any Sole Proprietor, Private For-Profit business entity, Private Non-Profit corporation or public entity may apply. See 20 CFR 678.600. Applicants are expected to have One Stop Operator experience and good financial standing.

Note: It is the responsibility of all applicants to be familiar with and, if awarded a contract, comply with the Workforce Investment Act (Public Law 105-220) and the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) and applicable regulations, as they currently exist or may be hereafter modified or supplemented.

4.0 SANTA CRUZ COUNTY WORKFORCE DEVELOPMENT BOARD VISION

Santa Cruz County's Vision is the same as the State of Arizona's vision and customer centric goals.

> *Santa Cruz County will Promote a Strong Economy; Serve Business Needs; Prepare Job-Seekers and Defend Against Poverty; and Protect Taxpayers by Providing Effective, Accountable, Government Services.*

5.0 Santa Cruz County Workforce Development Board Request for Proposals Announcements

The Santa Cruz County Administrative Services will issue this Request for Proposals on behalf of the Santa Cruz County Workforce Development Board Executive Committee on date indicated above.

Announcements will be made to:

1. General public,
2. Potential bidders, and
3. Interested parties.

Request for Proposals Notice will be made available for posting at:

1. WIOA Offices in Santa Cruz County,
2. Local media outlets,
3. Local WIOA One Stop Center Website,
4. State Workforce Arizona Council Website,
5. Arizona Department of Economic Security Website, and
6. Santa Cruz County Workforce Development Board Agenda Website postings.

6.0 APPROVAL

No award will be made to any vendor without prior approval from the Santa Cruz County Board of Supervisors. The County reserves the right to advertise and process this solicitation up to the time of award and makes no promises or guarantees of an award to any vendor without prior approval from the Santa Cruz County Board of Supervisors.

7.0 PREPERATION OF RESPONSE

Each response to this solicitation will be considered a proposal submission and shall contain the requested information, as outlined within this document and its attached documents. Failure to meet all of the specifications and requirements may result in rejection of your submission or an unsuccessful offer. Additional information may be provided but should be succinct and relevant to the requested information contained within this solicitation, and should not include pricing data, unless relevant to the requested documentation required herein. Excessive and/or extraneous information will not be considered favorably.

8.0 PROPOSAL INSTRUCTIONS

You may obtain a RFP packet at the following address or website:

Santa Cruz County ARIZONA@WORK Job Center
610 North Morley Ave.
Nogales, AZ 85621
520.375.7670
MCervantes@santacruzcountyaz.gov

or downloaded at:
https://www.santacruzcountyaz.gov/286/Bids-Solicitations

Proposals shall include the following information:

Format Requirements - The proposal narrative may not exceed six (6) pages, typed in twelve (12)-point font and with one-inch margins.

Vendor Response Cover Letter – This document shall be filled out in its entirety and signed by an authorized agent of the Firm; to be used as the cover for proposal (Attachment 2)

Technical Ability – Proposal narrative which outlines the vendors ability to fulfill the requirements of Section 2.0 – Scope of Work and Attachment 1- Scope of Work; and

Past Performance- A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years) that will outline the vendors ability to perform from previous experience in performance of related work.

9.0 FEDERAL REGULATORY REQUIREMENTS

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

10.0 EVALUATION CRITERIA

The County will use the following criteria to evaluate the bidder's ability to meet the County's needs. An evaluation committee will score each proposal. The committee will be composed of Santa Cruz County Local Workforce Development Board Members.

The maximum possible score is 100. Scoring will be broken down according to the importance of the criteria, and by own scoring weights, as assigned below:

- Technical Evaluation in accordance with attached Scope of Work (total of 50 possible points)
- Technical ability to perform the required elements of Scope of Work (30 points)
- Past performance within last 5-years (20 points)

Submit one original and six (6) copies of the entire proposal and appendix

11.0 SELECTION PROCESS

Responses to this Request for Proposals will be evaluated, ranked and selected by the Santa Cruz Workforce Development Board Procurement Committee. The One Stop Center Operator selected by the Santa Cruz Workforce Development Procurement Committee will be recommended to the Santa Cruz County Workforce Development Board and upon approval forwarded to the Santa Cruz County Board of Supervisors for final approval.

Santa Cruz County Workforce Development Board Procurement Committee reserves the right to make technical corrections or additions for this Request for Proposals. Such corrections or additions shall be sent to each registered potential provider.

Respondent selected as One Stop Center Operator will be expected to assume the position for a two-year term when approved by the Santa Cruz County Board of Supervisors with option for two-year renewal.

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12.0 ONE STOP LOCAL AREA

Areas of service are One Stop Center in Santa Cruz County.

13.0 ATTACHMENTS

The following documents are attached to this solicitation and all information contained within shall be as if it were written directly into this solicitation:

Attachment 1 – Scope of Work
Attachment 2 – Proposal Cover Page
Attachment 3 – Contract Requirements

One-Stop Operator Scope of Work

Provide Onsite Partner Leadership

The One Stop Operator shall:

1. Convene monthly meetings with ARIZONA@WORK Job Center partners to foster partnerships to improve customer service flow and promote a seamless service delivery system.
2. Conduct quarterly analysis in the development of a needs assessment that identifies gaps and or challenges in service delivery.
3. Coordinate services across ARIZONA@WORK Job Center partners implementing continuous improvement efforts.
4. Monitor all system partner Memorandums of Understanding (MOUs) to ensure maximum availability of services to customers.
5. In coordination with partner senior leadership, assure ARIZONA@WORK Job Center staff receives sufficient training by identifying training needs, scheduling trainings with facilitators, and tracking partner staff participation.

Reporting

The One Stop Operator shall:

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

Act as Equal Opportunity Officer

The One Stop Operator shall:

1. Ensure equal opportunity to all individuals. No individuals shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief.

2. Demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves the OSO ensuring its staff receive accessibility training and may involve developing accessibility plans.
3. Comply and adhere to all Federal and Arizona State regulatory guidance and practices in regards to equal opportunity and ADA compliance.

Ensure Compliance

The One Stop Operator shall:

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

Continuous Improvement Activities

The One Stop Operator shall:

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

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Attachment 2 -

PY 2020-2024 Workforce Innovation and Opportunity Act
One Stop Center Operator
Proposal Cover Page

Type or Print information requested below:

Business Information

Legal name of the entity submitting this proposal:

Address:

Telephone Number:

Fax Number:

Email Address:

Contact Person Information

Name and Title of Contact Person:

Address

Telephone Number

Fax Number

Email Address

To the best of my knowledge and belief, all the information in this proposal is true and correct. The document has been authorized by the governing body of the proposer and the proposer will comply with the attached assurances if funding is awarded.

Name of Sole Proprietor, President or Chief Executive Officer:

_____ Title: _____

Signature: _____ Date: _____

CONTRACT REQUIREMENTS

A. **Representation of the County:** In the performance of the contract, Contractor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County.

B. **Non-Appropriation Clause:** Contractor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

C. **Contractor Primary Contact:** The Contractor will designate an individual to serve as the primary point of contact for the contract. Contractor or its designee must respond to County inquiries regarding the contract within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County.

D. **Change of Address:** Contractor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

E. **Non-Transferable or Assignability:** The contractor shall not assign any of its rights or obligations under this Contract without the prior written consent of the County. Any attempt to assign without such prior written consent shall be void.

F. Agreement Amendments: Contractor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

G. Termination for Convenience: The County, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendars day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to the County and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

H. Attorneys' Fees and Costs: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.

I. Licenses and Permits: Contractor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Contractor shall maintain said licenses and permits in effect for the durations of this Agreement. Contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

J. Notification Regarding Performance: In the event of a potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

K. Conflict of Interest: Contractor shall make all reasonable efforts to ensure that no Santa Cruz County officer or employee, whose position enable him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to Contractor or officer, agent or employee of the Contractor.

L. Improper Consideration: Contractor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee or agent of Santa Cruz County in an attempt to secure favorable treatment regarding this Agreement.

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

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

N. Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

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

O. Employment of Former Santa Cruz County Officials: The Contractor must provide information on former Santa Cruz County administrative officials who are employed by or represent the Contractor. The information provided must include a list of former Santa Cruz County administrative officials who terminated Santa Cruz County employment within the last

five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a "Santa Cruz County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Manager or member of such officer's staff, a department head or an assistant department head.

P. Invoices: At the first of each month, Contractor shall provide the County with invoices for expenditures in the previous month.

Q. Ownership of Documents: All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under this Agreement. Unless otherwise directed by the County, the Contractor may retain copies of such items.

R. Release of Information: No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County except where required by law.

S. Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511: All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes. The County may cancel the contract after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, security, drafting or creating the contract on behalf of the County is or becomes at any time, while the contract or an extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract.

T. Governing Law: The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Santa Cruz County.

U. Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.

V. Nondiscrimination: The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

W. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontracts warrant compliance with all federal immigration laws

and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with State and Federal Immigration Laws.

The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the County. The County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

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

X. Insurance: The Successful Bidder must have General Liability Insurance naming Santa Cruz County as an additional insured and holding the County harmless from loss, injury or destruction. The Successful Bidder is also required to have Workers' Compensation insurance and Automobile Liability insurance coverage.

Y. Independent Contractor Status: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the County as an independent contractor, and, as such, the Contractor shall not become a County employee, and is not entitled to payment or compensation from the County or to any fringe benefits to which County employees are entitled. As an independent contractor, the Contractor further acknowledges sole responsibility for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Contract. As an independent contractor, the Contractor further agrees to conduct itself in a manner consistent with such status, and to neither hold out nor claim to be an officer or employee of the County by reason thereof. The Contractor will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

INDEMNIFICATION AND INSURANCE

A. Liabilities Against Procuring Agency: The Contractor shall indemnify, keep and save harmless the County, all County agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from the Contractor's acts or omissions, or those of its employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive

all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

B. Insurance Requirements: Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:

(a) The Contractor shall secure and maintain, during the life of the Contract, Public Liability insurance for injuries, including accidental death. The policy shall be subject to limits of not less than $1,000,000 per person and $1,000,000 per accident. Santa Cruz County shall be named as an "additional insured."

(b) The Contractor shall secure and maintain, during the life of the Contract, Motor Vehicle Public Liability and Property Damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than $1,000,000 for one person, and $1,000,000 for more than one person, and property damage in the sum of $1,000,000 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided herein. Santa Cruz County shall be named as an "additional insured."

(c) The Contractor shall secure and maintain, during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project with a minimum amount of $1,000,000 per employee. In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation statute, the Contractor shall provide special insurance for the protection of such employees not otherwise protected.

C. Additional Named Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.

D. Certificate of Insurance: Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Contractor shall furnish the County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by contractor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

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

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

F. Right to Monitor and Audit:

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

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

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

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OFFICE OF THE SANTA CRUZ COUNTY ATTORNEY

GEORGE E. SILVA
County Attorney

Santa Cruz County Complex
2150 N. Congress Drive, Suite 201
Nogales, Arizona 85621
(520) 375-7780
FAX (520) 375-7909

MEMORANDUM

Date: July 21, 2020
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: Approval of FY21 Arizona Auto Theft Authority Vertical Prosecution Grant in the amount of $80,795.00 between the Arizona Automobile Theft Authority and the Santa Cruz County Attorney's Office and authorization for the County Attorney to sign the grant agreement.

Recommendation: Approve acceptance of the grant and authorize the County Attorney to sign the grant agreement.

Background: The Santa Cruz County Attorney funds one (1) attorney salary with this grant. This is a continuation of the grant we have FY20.

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

Proposed Motion: "Mr. Chairman, I move to approve the Fiscal Year 21 Auto Theft Authority Vertical Prosecution Grant Agreement and authorize the County Attorney to sign the grant agreement."

ARIZONA AUTOMOBILE THEFT AUTHORITY

FY 2021 VERTICAL PROSECUTION PROGRAM

GRANT AGREEMENT

This Agreement awarding **$80,795.00** for Vertical Prosecution is made effective **07/01/2020**, by and between the Arizona Automobile Theft Authority, hereinafter referred to as the AATA, and Santa Cruz County Attorney, hereinafter referred to as the GRANTEE. The AATA enters into this agreement pursuant to its authority under the provision of ARS § 41-3451 and having satisfied itself as to the qualifications of the GRANTEE.

Vertical Prosecution, for the purposes of this agreement shall mean that unless impossible or impractical, the grant funded prosecutor(s) shall maintain functional control of and responsibility for all aspects of vehicle theft cases including but not limited to reviewing case submittals, making charging decisions, preparing grand jury presentation instructions, engaging in motion practice, determining plea resolutions, and taking auto theft cases to trial.

The grant funded attorney(s) shall give priority to and prosecute/maintain functional control of all cases submitted by the Vehicle Theft Task Force.

The grant funded attorney(s) and support staff shall devote 100% of his or her time to the vertical prosecution of vehicle theft suspects, assisting law enforcement in on-going auto theft investigations, supporting and participating in programs or events to increase public awareness and community education in vehicle theft prevention and supporting the programs of the Automobile Theft Authority.

1. This agreement will commence on 07/01/2020, and terminate on 06/30/2021. This agreement is subject to cancellation pursuant to the provision of ARS §38-511. This AATA grant expires at the end of the agreement period, unless prior written approval for an extension has been obtained from the AATA. The GRANTEE agrees to return all unexpended funds to the AATA within 60 days of the expiration date of this grant or within 60 days of termination of this grant should termination occur prior to original expiration date, unless a grant extension is agreed to and an approved carry forward is authorized.

Grant funds are intended to be used exclusively for reimbursement of expenditures related to the number of FTE prosecutor positions dedicated solely to vertical prosecution, as defined in Table A. Grant funds will not be used to supplant Federal, State, County, or local funds that would otherwise be made available to the GRANTEE for prosecution purposes, but to supplement funds already existing for the prosecution of vehicle theft. Grant funding of 50% FTE positions will be considered exempt from the supplanting provision of this grant contract. Grant funds that are distributed pursuant to this agreement are not to be expended for any indirect costs incurred by the GRANTEE for the administration of this grant.

2. The grant award is to fund a prosecutor(s) who will execute their duties in accordance with the intended purpose and spirit of this agreement and the above definition of vertical prosecution. The funded prosecutor(s) shall maintain functional control of and responsibility for all aspects of vehicle theft cases referred to the Santa Cruz County Attorney by the Arizona Vehicle Theft Task Force. The grant funded attorney(s) shall devote his or her time to the vertical prosecution of vehicle theft suspects, assisting law enforcement in on-going auto theft investigations, supporting and participating in programs or events to increase public awareness and community education in vehicle theft prevention and supporting the programs of the Arizona Automobile Theft Authority. In addition, the funded prosecutor(s) will work with law enforcement officers to improve the quality of vehicle theft cases submitted for prosecution. The prosecutor(s) should to the extent possible, and practicable, share criminal justice prosecution information with other authorized criminal justice agencies.

3. The GRANTEE shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved AATA grant application letter and this agreement. If the AATA finds non-compliance, the GRANTEE will receive a formal written notice that identifies the area of non-compliance and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and/or if the GRANTEE does not establish to the AATA's satisfaction that appropriate steps are being taken to correct the problem, the AATA may suspend funding or permanently terminate the agreement or revoke the grant. Any deviation or failure to comply with the purposes and/or conditions of this agreement without written permission from the AATA may constitute sufficient reason for the AATA to terminate the agreement. The revocation of the grant will require the return of all unspent funds, require that an audit of expended funds be performed at GRANTEE’S expense. It will also require the return of any previously expended funds that may have been spent in violation of the purposes and conditions of the grant.

4. The final funding schedule will be determined by the AATA and will be based on funding availability.

5. Requests for budget adjustments and/or reprogramming must be submitted in writing to the AATA.

APPROVED FY GRANT REQUEST:

Title	Total
Personal Services	$64,259.00
Employee Related Expenses (ERE)	$16,536.00
Total AATA Approved	**$80,795.00**

PERFORMANCE MEASURE AND FINANCIAL REPORTING REQUIREMENTS

Measure Group	Performance Measure	Reporting Period
Staffing	Vertical Prosecutor(s) Funded	Quarterly
	Support Staff Position(s) Funded	Quarterly
Expenditures	Grant Amount Expended Current Quarter	Quarterly
Auto Theft Case Data	Number of New Auto Theft Cases Charged	Quarterly
	Number of Task Force Cases Charged	Quarterly
	Number of Cases Closed	Quarterly
	Amount of Court Ordered Restitution	Quarterly
	Number of Cases Turned Down	Quarterly
	Number of Felony Convictions	Quarterly
	Average Sentence (in Months)	Quarterly
	Number of Plea Agreements	Quarterly
Conviction & Turn Down Rate Data	Conviction rate (%)	Quarterly
	Turn Down rate (%)	Quarterly

7. The grant funds awarded under this agreement are conditioned upon the availability of funds appropriated or allocated for the cash payment of such obligation. If funds are not allocated, are reverted or otherwise unavailable for the continuance of this agreement, the AATA may terminate this agreement at the end of the period for which funds are available. No liability shall accrue to the AATA in the event this provision is exercised, and the AATA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. The GRANTEE agrees to account for the interest earned on AATA grant funds, use interest only for the purpose of paying AATA approved grant expenditures, and shall remit interest earned to the AATA within 60 days of the expiration of this grant, unless a prior written request justifying the uses of such funds is submitted and approved by the AATA.

9. The GRANTEE agrees that it will provide accounting, auditing, and monitoring procedures to safeguard AATA grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of AATA grant funds.

10. Pursuant to the provisions of ARS § 35-214 and ARS § 35-215, GRANTEE shall retain all books, account reports, files, and other records relating to this agreement and performance of this agreement for a period of five (5) years after the completion of this agreement. All such documents shall be subject to inspection and audit by the AATA at reasonable times.

11. The GRANTEE agrees to maintain time and effort certifications every six (6) months to ensure salaries and wages charged to the Vertical Prosecution Grant are accurate, allowable and properly allocated.

12. The GRANTEE acknowledges the AATA will conduct annual grant contract compliance reviews, performed internally by AATA staff. Contract Compliance Reviews will include the category of grant receipts, expenditures, case assignment, and general reporting requirements for examination.

    The GRANTEE agrees to submit quarterly financial and performance reports to the AATA, documenting the activities supported by the AATA grant funds and providing an assessment of the impact of those activities on the criminal justice system. The reports shall be submitted through the AATA Grant database web-portal.

    This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the AATA and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been been given when actually received by the following addressees or their agents or employees.

If to the AATA:

AUTOMOBILE THEFT AUTHORITY
1110 W. Washington Street, Suite 105
Phoenix, Arizona 85007
Attn: James McGuffin, AATA Executive Director

If to the GRANTEE:

Santa Cruz County Attorney
2150 N. Congress Dr., Ste. 201
Nogales, AZ 85621
Attn: George Silva

13. The GRANTEE agrees that it will comply with applicable nondiscrimination requirements of ARS § 41-1463, applicable State and Federal civil rights laws, and Executive Order 2009-9.

14. The GRANTEE agrees that in the event that a Federal or State court, or Federal or State administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the GRANTEE regarding the program or activities supported by this grant, the GRANTEE will forward a copy of such findings to the AATA.

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

16. GRANTEE and the AATA agree to use arbitration in the event of disputes in accordance with the provisions of ARS § 12-1501 et seq.

No right or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the AATA. No delegation of any duty of GRANTEE shall be made without the prior written approval of the AATA.

17. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the AATA harmless from the actions of the GRANTEE AND GRANTEE'S employees.

18. The GRANTEE warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 41-4401 and A.R.S. § 23-214, Section A. (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

    A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

    Failure to comply with a State audit process to randonly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

    The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor of subcontractor is complying with the warranty under paragraph 1.

19. The GRANTEE assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the GRANTEE toward fulfillment of this agreement.

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

FOR THE GRANTEE:

_____ Date: _____

George Silva

Santa Cruz County Attorney

FOR THE AUTOMOBILE THEFT AUTHORITY:

_____ Date: _____

James McGuffin, AATA Executive Director

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OFFICE OF THE SANTA CRUZ COUNTY ATTORNEY

GEORGE E. SILVA
County Attorney

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2150 N. Congress Drive, Suite 201
Nogales, Arizona 85621
(520) 375-7780
FAX (520) 375-7909

MEMORANDUM

Date: July 21, 2020
To: Santa Cruz County Board of Supervisors
From: George Silva, Santa Cruz County Attorney

Subject: Approval of Victim Compensation Grant Number VC-21-061 in the amount of $58,233.00 between the Arizona Criminal Justice Commission (ACJC) and the Santa Cruz County Attorney's Office.

Recommendation: Approve acceptance of Victim Compensation Grant Number VC-21-061.

Background: With this grant, the Santa Cruz County Attorney partially funds a Victim Compensation Coordinator position in the amount of $22,300.00 to help cover administration costs for the County Attorney's Victim Compensation Program. The remaining $35,923.00 will be used to compensate victims of crime who seek compensation through the CA's Victim Compensation Program. This is a continuation of the grant we have FY20.

Financial Implications: The position and compensation funds are currently budgeted in the Santa Cruz County Attorney's budget. This grant frees up general fund monies.

Proposed Motion: "Mr. Chairman, I move to approve Victim Compensation Grant Number VC-21-061 in the amount of $58,233.00 between the Arizona Criminal Justice Commission (ACJC) and the Santa Cruz County Attorney's Office."

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ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM COMPENSATION PROGRAM
GRANT AGREEMENT

ACJC Grant Number VC-21-061

The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):

Grantee Name: Santa Cruz County Attorney's Office
Grantee's DUNS Number: 079002606
Grantee Period of Performance Start and End Date: 07/01/2020 TO 06/30/2021
Amount of Federal Funds Obligated by this Agreement: $0.00
Total Amount of Federal Funds Obligated to the Grantee: $0.00
Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.576 – Crime Victim Compensation Program
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: $1,278,000
Federal Award Identification Number (FAIN): 2019-VI-GX-0053
Federal Award Date: 09/13/2019

Federal Award Project Description:
Funds under this program shall be used by the states for awards of compensation benefits to crime victims. The primary purpose of this grant is to supplement state efforts to provide financial compensation to crime victims for costs resulting from crime, and to encourage victim cooperation and participation in the criminal justice system.

Name of Pass-Through Entity: Arizona Criminal Justice Commission
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007
Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0%

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This Grant Agreement is made this first day of July, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Santa Cruz County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2020 and terminate on June 30, 2021. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

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

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

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

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

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

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B. If to the GRANTEE:

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

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$13,503.00
Fringe Benefits (for salaries/overtime)*	$8,797.00
Overtime	$0.00
Professional & Outside/Consultant & Contractual Services	$0.00
Travel In-State	$0.00
Travel Out-of-State	$0.00
Victim Compensation	$35,923.00
Operating Expenses:	
Supplies	$0.00
Registration/Training	$0.00
Other	$0.00
Equipment	
Capital	$0.00
Noncapital	$0.00
TOTAL	$58,223.00
Positions Funded: Victim Compensation Coordinator .435 Equipment Type: None	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $58,223.00 in State Funds.

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

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the

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identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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

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

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

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

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

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of $5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than $5,000, the GRANTEE will follow its own policy.

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

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4*Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program.
    Link: *e-CFR Navigation Aid:* http://www.ecfr.gov/cgi-bin/ECFR?page=browse

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

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

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

ACTIVITY REPORTS	
Report Period:	**Due Date:**
July 1 to September 30	October 25
October 1 to December 31	January 25
January 1 to March 31	April 25
April 1 to June 30	July 25

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

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

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

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

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

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

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

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

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

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

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

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

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide").

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

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

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

    I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
    II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
    III. The arbitration shall be conducted in Maricopa County.
    IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
    V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
    VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice.

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Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

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

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

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

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

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

38. Restrictions and certifications regarding non-disclosure agreements and related matters

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No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

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

41. GRANTEE will comply with the audit requirements of *Uniform Guidance (2 CFR 200 subpart F 200.500)* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
    Link: *Audit Requirements for OJP Awards:*
    https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide.
    Link: *2 C.F.R Part 200 for OJP Awards:*
    https://ojp.gov/funding/Part200UniformRequirements.htm

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018 https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm

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

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

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

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

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.

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Link: *OJP Training Guide Principles for Grantees and Subgrantees*
https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm

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

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

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

    "This was supported by Award No. 2019-VI-GX-0053 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statues that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website:
    Link: *Limited English Proficiency A Federal Interagency Website* http://www.LEP.gov

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

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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

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

59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or

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correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)). .

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: http://www.azcjc.gov/grants

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: http://niem.github.io/reference/specifications/

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

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

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

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-

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1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

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

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

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

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

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

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

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

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

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

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

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

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

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

78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

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

80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

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

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

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

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

2. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

3. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.

4. The GRANTEE understands that $22,300.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.

5. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.

6. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.

7. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (https://www.ovc.gov/voca/pdftxt/voca_guidelines2001.pdf).

8. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.

9. The GRANTEE agrees to seek and order all available restitution owed to the program.

10. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

11. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

12. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime

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Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

13. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

14. GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all administrative expenditures with the monthly financial report through the ACJC Grant Management System (GMS) and agrees to make available supporting documentation for all victim compensation expenditures.

15. GRANTEE agrees to submit quarterly activity reports on the victim compensation claim data identified by the Commission and victim compensation claim expense documentation through the ACJC Data Warehouse.

16. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements—whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold finds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

17. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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18. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

19. GRANTEE and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm

Authorized Official Initials:_____

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

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

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ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

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

None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: Los Padres Son Los Primeros Profesores Project proposed contract between the Santa Cruz County School Superintendent's Office and Southwest Educational Consulting Associates INC. to provide Evaluation, Technical Assistance, and Support Services from July 1, 2020 to June 30, 2021 for up to a maximum of $8,800.

DATE: July 1, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Discussion/possible action to approve the Los Padres Son Los Primeros Profesores Project proposed contract between the Santa Cruz County School Superintendent's Office and Southwest Educational Consulting Associates INC. to provide Evaluation, Technical Assistance, and Support Services from July 1, 2020 to June 30, 2021 for up to a maximum of $8,800.

Background:

The Santa Cruz County School Superintendent's office applied for and was awarded the First Things First Home Visitation Grant with a contract number of FTF-RC020-19-0640-02. The SCCSSO implemented the *Los Padres son los Primeros Profesores* Project and completed the year by serving 62 Santa Cruz families with children 0-4. The Los Padres system supported parents and when appropriate, grandparents in their critical role as their child's first and most important teacher through the four PAT components; 1) Personal home visits 2) Group meetings 3) Resource Network and 4) Child Screenings. The proposed work will be will primarily be focused on the evaluation piece of the grant and be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time, expenses, and travel.

Financial Implications:

The total contract for work is limited to $8,800 and the funding source will be the First Things First Home Visitation Grant Fund.

Proposed Motion:

"Mr. Chairman I move to approve the Los Padres Son Los Primeros Profesores Project proposed contract between the Santa Cruz County School Superintendent's Office and Southwest Educational Consulting Associates INC. to provide Evaluation, Technical Assistance, and Support Services from July 1, 2020 to June 30, 2021 for up to a maximum of $8,800."

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Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE

EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

LOS PADRES SON LOS PRIMEROS PROFESORES PROJECT

June 20, 2020

Client Focused ***Relationship Driven*** ***Delivering Results***

515 East Medlock Phoenix AZ Phoenix AZ 85012

Michael Hughes, Vice President

michaelhughes@cox.net Ph (602) 300- 3056

Phone (602) 955-5340 | www.sweca.info

June 20, 2020

Proposal Submitted to

Santa Cruz County School Superintendent's Office

Purpose:

Conduct an external evaluation and provide management support for the External Evaluation of Los Padres. Budgeted at ten days of work per year to collect, analyze data and prepare quarterly and annual report. The purpose of the support is to ensure the project is implemented as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs.

Work is to be performed under SWECA's Mohave Educational Services contract 17M-SWECA-1215.

Proposed Contract Period:

July 1, 2020 – June 30, 2021

Background:

In Spring 2018, the First Things First Office awarded the Superintendent's Office the LOS PADRES SON LOS PRIMEROS PROFESORES PROJECT grant. LOS PADRES will adopt the evidenced-based Parents as Teachers (PAT) model to deliver parent education. The project will support parents and, if appropriate, grandparents in their critical role as their child's first and most important teacher through the four PAT components (personal home visits, group meetings (Group Connections), Resource Network, and Child Screening).

Other grant programs are expected.

The following work plans are submitted to evaluate and provide technical assistance on grant project and provide additional services as requested by the Superintendent's Office.

Proposed Work Plans:

The proposed work will be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time, expenses, and travel. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative. Note, the approved MESC rate is 7.5% of the grant award.

LOS PADRES SON LOS PRIMEROS PROFESORES PROJECT Planned Scope of Work:		
Activity		Projected Hours
Contracted services for program monitoring for compliance with approved application, technical assistance on best and effective practices, monitoring of attendance and classes, evaluation and guidance of program scope and quality, and the training of Director and staff on the program and its management. Projected to be 80 hours of services throughout year.		
1	**Project yearly start up and implementation.** Finalize data collection instruments, collect baseline data, train staff on evaluation, and provide initial recommendations to district. Facilitate initial planning-implementation session with staff. On-and off site program review. Note, depending on schedules and in an effort to reduce travel costs, on-site reviews may be adjusted. The schedule will be planned in cooperation with the project director and if feasible, so the evaluator can participate in Monthly Planning and Status meetings and/or Quarterly Management and Advisory Board meetings. Prepare and submit Performance Reports. Includes collection of data that could not be collected during on-site visits, collection of project data, and collection of National Evaluation data. Also, includes analysis of data and submittal of reports. Specialized support on project priorities.	80 hours
Total hours		
Daily rate of $110 * 80 hours		$8,800
Travel in accordance with MESC approved rates.		---
Note, out of state travel costs or travel costs related to special events/ programs (eg. out of state, Mexico) are above and beyond this contract.		
Total contract		**$8,800**

Personnel:

SWECA Inc. proposes to assign the following staff to this project:

- Mr. Michael Hughes, Vice-President, will be the primary consultant and oversee the projects.
- Ms. Janet Annett, Senior Consultant.
- Other staff must be approved by the Superintendent's Office prior to work being performed and charged.

Michael J. Hughes

	June 20, 2020
Michael J. Hughes Vice-President	Date

Contact

1424 Nighthawk Dr Santa Rosa CA 95409 602-300-3056	515 East Medlock Phoenix AZ 85012 602-955-5340

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: Proposed Special Projects contract between the Santa Cruz County School Superintendent's Office and Southwest Educational Consulting Associates INC. to provide Evaluation, Technical Assistance, and Support Services from July 1, 2020 to June 30, 2021 for up to a maximum of $25,000.

DATE: July 1, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Discussion/possible action to approve the proposed Special Projects contract between the Santa Cruz County School Superintendent's Office and Southwest Educational Consulting Associates INC. to provide Evaluation, Technical Assistance, and Support Services from July 1, 2020 to June 30, 2021 for up to a maximum of $25,000

Background:

The Santa Cruz County School Superintendent's Office has had a successful relationship with Southwest Educational Consulting Associates INC. and would like to continue the relationship working on Special Projects for this fiscal year (July 1, 2020 – June 30, 2021). SWECA will provide support and technical assistance as needed to the School Superintendent's Office related to special projects and programs operated by the Superintendent's Office. The purpose of the support is to ensure projects are implemented as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs. The proposed cost estimate includes consultant time, expenses, and travel. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative. The work is to be performed under SWECA's Mohave Educational Services contract 17B-SWECA-0523.

Financial Implications:

The total contract for work is limited to $25,000 and the funding source will be the County General Fund.

Proposed Motion:

"Mr. Chairman I move to approve proposed Special Projects contract between the Santa Cruz County School Superintendent's Office and Southwest Educational Consulting Associates INC. to provide Evaluation, Technical Assistance, and Support Services from July 1, 2020 to June 30, 2021 for up to a maximum of $25,000."

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Business Services

Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE

EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

SPECIAL PROJECTS

June 20, 2020

Client Focused ***Relationship Driven*** ***Delivering Results***

515 East Medlock Phoenix AZ Phoenix AZ 85012

Michael Hughes, Vice President

michaelhughes@cox.net **Ph (602) 300- 3056**

Phone (602) 955-5340 | www.sweca.info

June 20, 2020

Proposal Submitted to

Santa Cruz County School Superintendent's Office

Purpose:

Provide support and technical assistance as needed to the Superintendent's Office related to special projects and programs operated by the Superintendent's Office. The purpose of the support is to ensure projects are implemented as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs.

Work is to be performed under SWECA's Mohave Educational Services contract 17M-SWECA-1215.

Proposed Contract Period:

July 1, 2020 – June 30, 2021

Background:

The Superintendent's Office has requested support from SWECA Inc. to support the writing and preparation of new grant applications and the start up of the projects, transition of program management to County staff, and work on special projects.

The following work plan is submitted to evaluate and provide technical assistance on grant project and provide additional services as requested by the Superintendent's Office.

Proposed Work Plans:

The proposed work will be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time, expenses, and travel. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative.

Special Projects: Planned Scope of Work:	
Activity	Projected Hours
New Grants: Write, support, and conduct basic evaluation of discretionary grant applications associated with program reporting requirements. Per MESC contract, amount is based on a percentage of the total amount of the annual grant award. The commission fee percentage shall be 7.5% of the funds awarded. Grants requiring a quasi-experimental or more complex evaluation design will require additional time and effort. Costs associated with this type of evaluation will be incurred and work related to this evaluation will be negotiated with the SCCSSO.	

Contracted services to assist in the establishment and operation of special programs; train and mentor staff. Projected to be 227.27 hours of services throughout year in accordance with approved work plan. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative.		
1	To be identified by Superintendent's Office.	227.27
Total hours		**227.27**
Daily rate of $110 * 227.27 hours		$25,000
Travel in accordance with MESC approved rates		------
Note, Travel, to the extent possible will be coordinated with other work and costs proportionately allocated. All out of state travel costs or travel costs related to special events/ programs (eg. out of state, Mexico) are above and beyond this contract.		
Total contract		**$25,000**
All work is to be pre-approved by the Superintendent's Office. Superintendent's Office will only be charged for pre-approved work that is performed.		

Personnel:

SWECA Inc. proposes to assign the following staff to this project:

- Mr. Michael Hughes, Vice-President, will be the primary consultant and oversee the projects.
- Ms. Janet Annett, Senior Consultant.
- Other staff must be approved by the Superintendent's Office prior to work being performed and charged.

Michael J. Hughes **June 20, 2020**

Michael J. Hughes **Date**
Vice-President

Contact
515 East Medlock
Phoenix AZ 85012

602-300-3056 **602-955-5340**

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Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: Southwest Educational Consulting Associates INC. proposal to the Santa Cruz County School Superintendent's Office to provide Evaluation, Technical Assistance, and Support Services for the C-CREO Project from July 1, 2020 to June 30, 2021 for up to a maximum of $65,200.

DATE: July 1, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Discussion/possible action to approve the Southwest Educational Consulting Associates INC. proposal to the Santa Cruz County School Superintendent's Office to provide Evaluation, Technical Assistance, and Support Services for the C-CREO Project from July 1, 2020 to June 30, 2021 for up to a maximum of $65,200.

Background:

On September 30, 2018, the US Department of Education awarded the Superintendent's Office a $4,454,748 GEAR UP grant (Santa Cruz County C-CREO project). The purpose of this project is to prepare SY 2018-2019 seventh (7th) grades students in Santa Cruz County to successfully apply for and complete post-secondary educational programs. The proposed work will be will primarily be focused on the evaluation piece of the grant and be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time, expenses, and travel.

Financial Implications:

The total contract for work is limited to $65,200 and the funding source will be the GEAR UP C-CREO Project.

Proposed Motion:

"Mr. Chairman I move to approve the Southwest Educational Consulting Associates INC. proposal to the Santa Cruz County School Superintendent's Office to provide Evaluation, Technical Assistance, and Support Services for the C-CREO Project from July 1, 2020 to June 30, 2021 for up to a maximum of $65,200."

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S·W·≋·C·A·
Southwest Educational Consulting Associates INC.

A PROVEN LEADER providing our clients:

Grant Writing

Evaluation Services

Administrative Services

Business Services

Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE

EVALUATION, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

C-CREO PROJECT

June 20, 2020

Client Focused ***Relationship Driven*** ***Delivering Results***

515 East Medlock Phoenix AZ Phoenix AZ 85012

Michael Hughes, Vice President

michaelhughes@cox.net Ph (602) 300- 3056

Phone (602) 955-5340 | www.sweca.info

June 20, 2020

Proposal Submitted to

Santa Cruz County School Superintendent's Office

Purpose:

Conduct an external evaluation and provide management support for the C-CREO GEAR-UP Grant. The purpose of the support is to ensure the project is implemented as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs. The external evaluation will include the final evaluation and production of the Project's Final Performance Report.

Work is to be performed under SWECA's Mohave Educational Services contract 17M-SWECA-1215.

Proposed Contract Period:

July 1, 2020 – June 30, 2021
Contract is to be renewed annually for duration of grant funding at approved amount.

Background:

On September 30, 2018, the US Department of Education awarded the Superintendent's Office a $4,454,748 GEAR UP grant (Santa Cruz County C-CREO project).

BUDGET PERIOD	DATE	AMOUNT
1	10/01/2018 - 09/30/2019	$638,169.00
2	10/01/2019 - 09/30/2020	$637,029.00
3	10/01/2020 - 09/30/2021	$636,958.00
4	10/01/2021 - 09/30/2022	$637,023.00
5	10/01/2022 - 09/30/2023	$636,176.00
6	10/01/2023 - 09/30/2024	$636,555.00
7	10/01/2024 - 09/30/2025	$632,838.00
Total		$4,454,748.00

The purpose of this project is to prepare SY 2018-2019 seventh (7th) grade students in Santa Cruz County to successfully apply for and complete post-secondary educational programs.

The following work plan is submitted to provide technical assistance and evaluate and the grant project. Additional services can be provided as requested by the Superintendent's Office.

Proposed Work Plans:

The proposed work will be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time including work that has been carried over into year two, expenses, and travel. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative.

C-CREO Project: Planned Scope of Work:		
Activity		Year 3 Projected Hours
Contracted services for program monitoring for compliance with approved application, technical assistance on best and effective practices, monitoring of attendance and classes, evaluation and guidance of program scope and quality, and the professional development of staff on the program and its management. Projected to be 500 hours of services throughout year. Work plans for ensuing years will be prepared based on program assistance and evaluation needs.		
1	**Year 3 start up.** Update instruments and data collection plan, collect data, prepare staff for program implementation, quality, and expansion, and provide initial recommendations. Facilitate initial planning-implementation session with staff. This includes preparing for the quasi experimental evaluation that must be conducted and complying with the additional reporting requirements.	80
2	**On-and off site program review.** SWECA is scheduled to conduct regular reviews. Depending on schedules and in an effort to reduce travel costs, this may be adjusted. The schedule will be planned in cooperation with the Director and if feasible, planned so SWECA can participate in Planning and Status meetings. The responsibility for coordinating compensatory program instruction is the responsibility of the project coordinator.	180
3	**Quarterly reporting.** Also, includes analysis preparation and submittal of reports.	80
4.	**Completion of program reports to include annual analysis and reporting and end of program final report.** Provide guidance and prepare and submit required reports.	80
5.	**Specialized support**. Conduct and complete work on project priorities as directed.	100
Total hours		**520**
Daily rate of $110 * 500 hours		$57,200.00
Travel in accordance with MESC approved rates.		$8,000.00
Note, 1. Out of state travel costs or travel costs related to special events/programs are above and beyond this contract and will be billed separately. 2. To extent possible, to minimize costs, travel will be coordinated with other projects. 3. Travel expenses can change. Based on need, funds can be transferred between hours to be worked and travel expenses.		
Total contract		**$65,200.00**

Personnel:

SWECA Inc. proposes to assign the following staff to this project:

- Mr. Michael Hughes, Vice-President, will be the primary consultant and oversee the projects.
- Ms. Becky Hughes, Senior Consultant.
- Other staff must be approved by the Superintendent's Office prior to work being performed.

Modifications to Agreement:

This agreement may be amended through written agreement of both the Santa Cruz County and SWECA Inc. provided that any amendment is to further carry out the purposes of the agreement. Any such amendment shall be effective upon the date of final execution of the parties

Michael J. Hughes **June 20, 2020**

Michael J. Hughes **Date**
Vice-President

Contact

515 East Medlock
Phoenix AZ 85012

602-300-3056 **602-955-5340**

Interoffice Memorandum

TO: Board of Supervisors

FROM: School Superintendent, Alfredo I. Velásquez

SUBJECT: Southwest Educational Consulting Associates INC. proposal to the Santa Cruz County School Superintendent's Office to provide Evaluation, Technical Assistance, and Support Services for the C-CREO Project from July 1, 2020 to June 30, 2021 for up to a maximum of $21,220 for Janet Annett.

DATE: July 1, 2020

CC: Jennifer St. John, County Manager

Recommendation:

Discussion/possible action to approve the Southwest Educational Consulting Associates INC. proposal to the Santa Cruz County School Superintendent's Office to provide Evaluation, Technical Assistance, and Support Services for the C-CREO Project from July 1, 2020 to June 30, 2021 for up to a maximum of $21,220 for Janet Annett.

Background:

On September 30, 2018, the US Department of Education awarded the Superintendent's Office a $4,454,748 GEAR UP grant (Santa Cruz County C-CREO project). The purpose of this project is to prepare SY 2018-2019 seventh (7th) grades students in Santa Cruz County to successfully apply for and complete post-secondary educational programs. Janet Annet will provide specialized management support related to the C-CREO GEAR-UP Grant. The purpose of the support is to ensure the project is planned, established, and conducted as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs. The proposed cost estimate includes consultant time, expenses, and travel.

Financial Implications:

The total contract for work is limited to $21,200 and the funding source will be the GEAR UP C-CREO Project.

Proposed Motion:

"Mr. Chairman I move to approve the Southwest Educational Consulting Associates INC. proposal to the Santa Cruz County School Superintendent's Office to provide Evaluation, Technical Assistance, and Support Services for the C-CREO Project from July 1, 2020 to June 30, 2021 for up to a maximum of $21,200 for Janet Annett."

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A PROVEN LEADER providing our clients:

Grant Writing

Evaluation Services

Administrative Services

Business Services

Leadership Development

Human Resources

Professional and Curriculum Development

Program/School Improvement

Risk Management

A PROPOSAL TO:

SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT'S OFFICE

TO PROVIDE ADDITIONAL SPECIALIZED TECHNICAL ASSISTANCE AND SUPPORT SERVICES IN THE IMPLEMENTATION OF THE CCREO PROJECT

June 20, 2020

Client Focused ***Relationship Driven*** ***Delivering Results***

515 East Medlock Phoenix AZ Phoenix AZ 85012

Michael Hughes, Vice President

michaelhughes@cox.net Ph (602) 300- 3056

Phone (602) 955-5340 | www.sweca.info

June 20, 2020

Proposal Submitted to

Santa Cruz County School Superintendent's Office

Purpose:

Provide specialized management support related to the C-CREO GEAR-UP Grant. The purpose of the support is to ensure the project is planned, established, and conducted as planned and approved and that the services provided by the Superintendent's Office best address the needs of Santa Cruz County and its educational programs. The external evaluation will include the final evaluation and production of the Project's Final Performance Report.

Work is to be performed under SWECA's Mohave Educational Services contract 17M-SWECA-1215.

Proposed Contract Period:

July 1, 2020 – June 30, 2021

Background:

On September 30, 2018, the US Department of Education awarded the Superintendent's Office a $4,454,748 GEAR UP grant (Santa Cruz County C-CREO project).

The purpose of this project is to prepare SY 2018-2019 seventh (7th) grade students in Santa Cruz County to successfully apply for and complete post-secondary educational programs.

The following work plan is submitted to provide additional and specialized technical assistance and evaluate and the grant project. Additional services can be provided as requested by the Superintendent's Office.

Proposed Work Plans:

The proposed work will be performed according to the approved contract between SWECA Inc. and Mohave Educational Services Consortium and its members. The proposed cost estimate includes consultant time, expenses, and travel. All costs (personnel, travel, per diem, and lodging) will be charged at daily rate approved by Mohave Educational Services Purchasing Cooperative.

C-CREO Specialized Support and Assistance Planned Scope of Work:		
Activity		Year 3 Projected Hours
Contracted services for specialized technical assistance in the implementation and refinement of the CCREO project. Projected to be 182 hours of services.		
1	**Project implementation.** Work with and support staff and partners. Plan calendar. Facilitate implementation as required	182
Total hours		**182**
Daily rate of $110 * 182 hours		$20,020.00
Travel in accordance with MESC approved rates.		$1,200.00
Note, 1. Out of state travel costs or travel costs related to special events/programs are above and beyond this contract and will be billed separately. 2. To extent possible, to minimize costs, travel will be coordinated with other projects. 3. Travel expenses can change. Based on need, funds can be transferred between hours to be worked and travel expenses.		
Total contract		**$21,220**

Personnel:

SWECA Inc. proposes to assign the following staff to this project:

- Mr. Michael Hughes, Vice-President, will be the primary point of contact and oversee the projects.
- Ms. Janet Annett, Senior Consultant
- Other staff must be approved by the Superintendent's Office prior to work being performed.

Modifications to Agreement:

This agreement may be amended through written agreement of both the Santa Cruz County and SWECA Inc. provided that any amendment is to further carry out the purposes of the agreement. Any such amendment shall be effective upon the date of final execution of the parties

Michael J. Hughes **June 20, 2020**

Michael J. Hughes **Date**

Vice-President

Contact

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Phoenix AZ 85012

602-300-3056 **602-955-5340**

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PROCLAMATION

CHILD SUPPORT AWARENESS MONTH

WHEREAS, the County of Santa Cruz joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

WHEREAS, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

WHEREAS, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, child support awareness month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

NOW THEREFORE, the Santa Cruz County Board of Supervisors hereby proclaim the month of August 2020 as

CHILD SUPPORT AWARENESS MONTH

PASSED AND ADOPTED this 21st day of July, 2020.

Bruce Bracker Chairman	Manny Ruiz Vice-Chairman	Rudy Molera Supervisor

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Date Printed: 7/6/2020 4:06
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2018
Resolution No: 55875
Date Created: 7/6/2020 4:06 PM

Reason For Change:

Ownership correction for 2018 tax year.

AS BILLED PARCEL ID: 10324064 AREA CODE 0150
ACCOUNT NUMBER: R010018905
PUC 0004-VL-UNDET-RUR-NONSUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	20,042	15.00	0	3,006
Total	20,042		0	3,006

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	20,042	15.00	0	3,006
Total	20,042		0	3,006

CHANGE TO PARCEL ID: 10324064 AREA CODE 0150
ACCOUNT NUMBER: R010018905
PUC 0004-VL-UNDET-RUR-NONSUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	20,042	15.00	0	3,006
Total	20,042		0	3,006

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	20,042	15.00	0	3,006
Total	20,042		0	3,006

Description As Billed
A PORTION OF LAND IN THE NE4 SE4 OF SEC 3 T24S R14E AKA: SPLIT B

PRESTINI GIUSEPPE & ROCIO
REVOCABLE TRUST
751 E CAMINO VISTA DEL CIELO
NOGALES, AZ 85621

Description Change To
A PORTION OF LAND IN THE NE4 SE4 OF SEC 3 T24S R14E AKA: SPLIT B

OCHELTREE ARTHUR BURDON
1830 PATAGONIA HWY
1830 PATAGONIA HWY, AZ 85621

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Date Printed: 7/6/2020 4:11
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
Resolution No: 55876
Date Created: 7/6/2020 4:11 PM

Reason For Change:

Ownership correction for 2019 tax year.

AS BILLED PARCEL ID: 10324064 AREA CODE 0150
ACCOUNT NUMBER: R010018905
PUC 0004-VL-UNDET-RUR-NONSUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	20,042	15.00	0	3,006
Total	20,042		0	3,006

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	20,042	15.00	0	3,006
Total	20,042		0	3,006

CHANGE TO PARCEL ID: 10324064 AREA CODE 0150
ACCOUNT NUMBER: R010018905
PUC 0004-VL-UNDET-RUR-NONSUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
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1830 PATAGONIA HWY
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Date Printed: 7/6/2020 4:32
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2018
Resolution No: 55877
Date Created: 7/6/2020 4:32 PM

Reason For Change:

Ownership correction for 2018 tax year.

AS BILLED PARCEL ID: 10324065 AREA CODE 0150
ACCOUNT NUMBER: R010018906
PUC 0004-VL-UNDET-RUR-NONSUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	17,232	15.00	0	2,585
Total	17,232		0	2,585

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	17,232	15.00	0	2,585
Total	17,232		0	2,585

CHANGE TO PARCEL ID: 10324065 AREA CODE 0150
ACCOUNT NUMBER: R010018906
PUC 0004-VL-UNDET-RUR-NONSUBDIVID

Special Districts:

Limited Property	Valuation	%	UNITS Exempt	Net Assessed
02RL	17,232	15.00	0	2,585
Total	17,232		0	2,585

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	17,232	15.00	0	2,585
Total	17,232		0	2,585

Description As Billed
A PORTION OF LAND IN THE NW4 SW4 OF SEC 2 T24S R14E AKA: SPLIT C

PRESTINI GIUSEPPE & ROCIO
REVOCABLE TRUST
751 E CAMINO VISTA DEL CIELO
NOGALES, AZ 85621

Description Change To
A PORTION OF LAND IN THE NW4 SW4 OF SEC 2 T24S R14E AKA: SPLIT C

OCHELTREE ARTHUR BURDON
1830 PATAGONIA HWY
NOGALES, AZ 85621

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Date Printed: 7/6/2020 4:36
Prepared By: ELIZABETH

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2019
Resolution No: 55878
Date Created: 7/6/2020 4:36 PM

Reason For Change:

Ownership correction for 2019 tax year.

AS BILLED PARCEL ID: 10324065 AREA CODE 0150
ACCOUNT NUMBER: R010018906
PUC 0004-VL-UNDET-RUR-NONSUBDIVID

Special Districts:

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